

47353

**ARIZONA DEPARTMENT OF TRANSPORTATION**

**AND**

**CITY OF PHOENIX**

**INTERGOVERNMENTAL  
AGREEMENT**

**THE DECK AT CENTRAL AVENUE**

Attorney General  
1275 WEST WASHINGTON  
Phoenix, Arizona 85007  
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. K 87-2945-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4<sup>th</sup> day of February, 1988.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division

47353

INTERGOVERNMENTAL AGREEMENT

between

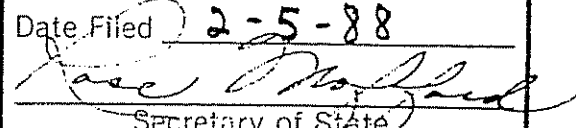
The Arizona Department of Transportation

and

The City of Phoenix

for

THE DECK AT CENTRAL AVENUE

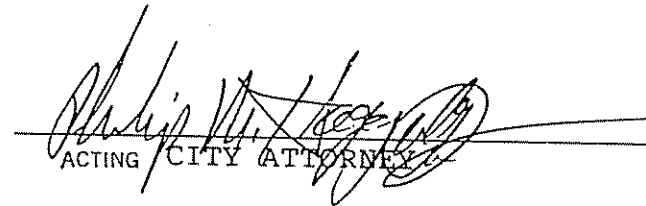
NO. <u>12718</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>2-5-88</u>
 Secretary of State

INTERGOVERNMENTAL AGREEMENT

PROJECT I-10-2 (62)  
I-10-3 (140)

THE DECK AT CENTRAL AVENUE

Approved as to form and within the power and  
authorization granted by the laws of the State of Arizona to  
the City of Phoenix.

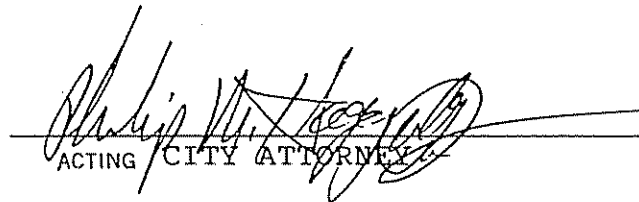
  
ACTING CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

PROJECT I-10-2 (62)  
I-10-3 (140)

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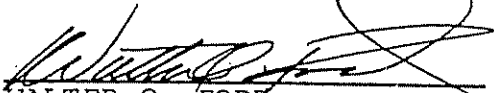
  
ACTING CITY ATTORNEY

ASSIGNMENT

In partial consideration of the execution of the Intergovernmental Agreement relating to the Deck at Central Avenue, the State of Arizona acting through the Arizona Department of Transportation, assignor herein, hereby assigns, transfers and conveys to the City of Phoenix, assignee herein, all of assignor's power, right and authority to enforce the restrictive covenants included or to be included by assignor in the deeds for sale of the parcels of real property described in Schedule 1 attached hereto. It is assignor's intent that assignee shall have the power, right and authority to exercise, in the name of assignee, whatever steps are permissible by law to enforce said restrictive covenants without notice to assignor.

DATED: 4 FEB., 1988.

STATE OF ARIZONA  
Arizona Department of Transportation

By:   
WALTER O. FORD  
State Highway Engineer

SCHEDULE 1

Lots 9 and 10, Block 9 Kenilworth Subdivision

Lots 7 and 8, Block 10, Kenilworth Subdivision

Lots 9, 10 and 11 and parts of Lots 6 and 10, Block 2, North  
Evergreen Subdivision

Parts of Lots 16, 17 and 18, Block 4, Kenilworth Subdivision

Lots 9, 10, 11, 12 and 13, Block 4, Kenilworth Subdivision

Lot 18, Block 2, Sims Addition

Lots 4, 6, 8 and 10 and part of Lot 12, Block 2, Sims Addition

Parts of Lots 6, 7 and 8, Block 6, Evergreen Place

Lots 7 and 8, Block 5, Evergreen Place

Lots 8, 9, 10, 11, 12 and 13 and part of Lot 14, Block 6, East  
Evergreen

Lots 14, 15 and 16, Block 5, East Evergreen

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DII.202/deh



A. PARTIES AND PURPOSE

This agreement is entered into this 21<sup>ST</sup> day of OCTOBER, 1987 between the State of Arizona and the City of Phoenix. The parties to this Agreement are: The City of Phoenix, hereinafter referred to as either "Phoenix" or "The City", and State of Arizona acting through the Arizona Department of Transportation or their successors in interests as may be permitted by law, hereinafter referred to as either "ADOT" or "The State".

Because a substantial portion of the funding for this project is being provided by the Federal Highway Administration, it will be necessary occasionally in this Agreement to refer to the Federal Highway Administration even though that agency and the Federal Government is not a necessary signator to this Agreement. The Federal Highway Administration shall hereinafter be referred to as "FHWA".

The purpose of this Agreement is to identify and delineate the intent, responsibility, and liability between the parties hereto as it pertains to the Deck and park generally located on the alignment of Interstate 10, Papago Freeway Inner Loop in Phoenix, Arizona, and is located between Fifth Avenue and Third Street in Phoenix.

Further, this Agreement is to delineate the responsibilities of the parties as it pertains to the following categories:

1. Construction of a structural deck between Third Avenue and Third Street over the I-10 freeway.
2. Development of a park on the structural deck.
3. Development of park space on portions of state right-of-way adjacent to the deck.
4. Encouragement and restriction for appropriately scaled development.

5. Development of a transit terminal integral with the deck and utilizing structural elements of the deck for bus transit and to accommodate public usage.

Once the State, through its use of Federal funds and its own funds, completes construction of the Deck Park, to the extent described and reflected in Exhibits A through L; henceforth, any and all future development of the park and associated costs or expenditures shall be the responsibility of the City of Phoenix. No additional FHWA or State funds or other monetary participation from either the FHWA or the State of Arizona shall be forthcoming.

B. REQUIRED AUTHORITY AND RESOLUTIONS

WHEREAS, ADOT is empowered pursuant to A.R.S. Section 28-108 of the Arizona Revised Statutes, to enter into this Agreement and has by resolution, a copy of which is attached hereto and incorporated herein as Exhibit "B-1", resolved to enter into this Agreement and the signators on said resolution have been authorized to execute the same for and on behalf of the State; and,

WHEREAS, Phoenix is empowered by Sections 48-572 and 11-952 of Arizona Revised Statutes, and Chapter 2, Section 2 of the Phoenix City Charter, to enter into this Agreement acting by and through its City Council and has by resolution, a copy of which is attached hereto and incorporated herein as Exhibit "B-2" and made a part hereof, resolved to enter into this Agreement and the signators on said resolution have been authorized to execute the same for and on behalf of Phoenix.

WHEREAS, the Federal government, although acting by and through FHWA, is not a signator to this Agreement, the FHWA is willing to commit Federal funds to assist in accomplishing the purposes aforementioned pursuant to the authority granted to FHWA per Title 23, United States Code.

WHEREAS, the Deck at Central Avenue more particularly described in the balance of this agreement will provide amenities for all concerned;

WHEREAS, considerable funds, effort and planning involving the Arizona Department of Transportation, The City of Phoenix and the Federal Highway Administration has already been expended for the Deck at Central Avenue;

WHEREAS, all parties are satisfied that this project provides a cohesive benefit to the neighborhood which otherwise would be disrupted due to the construction of the freeway described;

THEREFORE, the parties hereto agree to participate as follows:

SECTION: DECK AT CENTRAL AVENUE

RESOLUTION

BE IT RESOLVED on this 1st day of October, 1987, that I,  
CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF  
TRANSPORTATION, have determined that it is in the best  
interests of the State of Arizona, that the DEPARTMENT OF  
TRANSPORTATION, acting by and through the Highways Division,  
enter into an Intergovernmental Agreement with the City of  
Phoenix for the purpose of constructing a structural deck  
between Third Avenue and Third Street over the I-10, Papago  
Freeway Inner Loop.

THEREFORE, authorization is hereby given to draft said  
Agreement which, upon completion, shall be submitted for  
approval and execution by the State Engineer.



Charles L. Miller, Director  
Arizona Department of  
Transportation

WH:ks

0063e/

RESOLUTION NO. 17102

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION, DEFINING THE RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH DESIGN, CONSTRUCTION AND MAINTENANCE OF DECK PARK AND RELATED FACILITIES; AND DECLARING AN EMERGENCY.

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WHEREAS, on March 4, 1986, at the Policy Session, the City Council approved the park design concept and established the physical limits of Deck Park and further directed City staff to prepare an Intergovernmental Agreement with the Arizona Department of Transportation concerning Deck Park; and

WHEREAS, on October 7, 1986, the City Council accepted the land use plan for the area around Deck Park;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into an Agreement with the State of Arizona, through its Department of Transportation, defining the rights and responsibilities associated with the design, construction, and maintenance of Deck Park and related facilities.

SECTION 2. WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter, and is hereby exempted from the referendum clause of said Charter.

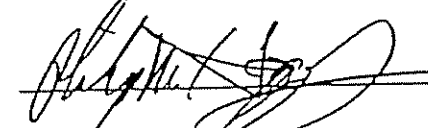
PASSED by the Council of the City of Phoenix this  
7 day of OCTOBER, 1987.

  
MAYOR

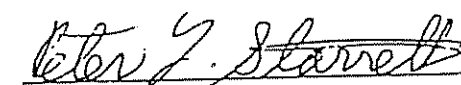
ATTEST:

  
ACTING  
City Clerk

APPROVED AS TO FORM:

  
ACTING  
City Attorney

REVIEWED BY:

  
ASSISTANT  
City Manager

INTERGOVERNMENTAL AGREEMENT

SECTION C. OUTLINE OF FISCAL AND PHYSICAL RESPONSIBILITY

FOR

THE DECK AT CENTRAL AVENUE

AND

PERIPHERAL FEATURES

INTERGOVERNMENTAL AGREEMENT SECTION C. OUTLINE INDEX

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- D. Fencing
- E. Traffic Signals
- F. Pedestrian Underpass Lighting
- G. Pedestrian Underpass Sidewalks
- H. Pedestrian Underpass Drainage



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- G. Landscaping - Others
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- D. Landscaping - Shrubs
- E. Landscaping - Trees
- F. Landscaping - Other
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## INTRODUCTION

This section of the Intergovernmental Agreements delineates individual physical or fiscal features associated with the I-10 freeway, the Deck, the park and certain features identified in the Master Plan. The features are grouped under general headings that represent defined physical elements or planned areas (ie, the I-10 freeway, Neighborhood Park, Central Avenue Bridge, etc.)

The responsibilities of the respective parties are designated for each feature listed. In some instances interpretation of the limits of responsibility are referenced to graphic exhibits which are found in the Appendix of this outline. More typically the responsibilities are defined in the itemized outline of specific activities.

Terms used in the outline employ normal definition. However, for clarity in this context, some of the typical terms are further explained as follows:

## EXPLANATION OF TERMS

The following terms and definitions have been identified for specific engineering functions or jurisdictional responsibilities to be used within the content, context and intent of the IGA.

DESIGN - The detailed technical resolution of the form, structure and location of a feature and preparation of construction documents (designs, specifications, estimates and working drawings).

PRELIMINARY DESIGN - The conceptual determination of the general program, form and/or location of a feature. For the purpose of this outline "preliminary design" typically refers to concepts developed as part of the Master Plan or Design Development activities as prepared under ADOT (HNTB) change order #51.

FINAL DESIGN - The preparation of construction documents (designs, specifications, estimates and working drawings). This term is used to differentiate activities when another party is responsible for preliminary design or conceptual design development.

CONSTRUCTION - This term is used when a party is responsible for both the funding of construction and construction administration. This term implies provision of all work and materials to implement the design; either through construction contracting or by the forces of the responsible party.

CONSTRUCTION FUNDING - This term is used when the party responsible for funding construction may be different than the party administering the construction contract and implies responsibility for the cost of materials and labor to implement a design feature.

CONSTRUCTION ADMINISTRATION - This term is used when the party responsible for management and supervision of the construction may be different from the party funding the materials and labor and implies responsibility for implementation of the feature in accordance with the design.

MAINTENANCE - To keep in clean, unimpaired condition and in operation; and to provide for routine inspection or support activity. Used alone this term does not imply the responsibility for work and materials to replace or substantially repair the feature unless due to neglect of the routine maintenance.

REPAIR AND REPLACEMENT - (Self Explanatory)

SECURITY - Protection of design/construction features inherent with freeway construction pertaining to vandalism, damage and/or accidents shall be the responsibility of ADOT. Public safety involving use of the Deck Park and/or operations associated with the transit station shall be the responsibility of the City of Phoenix. All law enforcement activities addressing public usage of the Deck Park, transit station or related amenities shall be the responsibility of the City of Phoenix with the exception of the Department of Public Safety's jurisdictional functions involving traffic enforcement on I-10 mainline lanes.

OPERATION - Manner of functioning. This term implies the responsibility for determining policies of anticipated use and the costs to sustain that use.

POLICY DETERMINATIONS - Over the duration of the project features may be considered for use other than originally anticipated at the time of this agreement. The term "policy determination" implies the authority to approve modifications or alterations to the feature or the manner in which it functions or is to be used.

APPROVAL (APPROVING) - The term "approval" or "approving" (associated with "design" or "construction") implies the right to review work by others. It does not imply responsibility for the technical accuracy, or correctness of that work.

MASTER PLAN - The final "Deck at Central Avenue Master Plan" report document prepared for the Arizona Department of Transportation, the City of Phoenix and the Federal Highway Administration by Howard Needles Tammen & Bergendoff (HNTB). A part of the Master Plan is the land use plan prepared by the Central Avenue Deck Park Advisory Committee and accepted by Phoenix City Council on October 7, 1986. This master plan report is subject to amendment or revision by the Phoenix City Council, however, any changes would be subject to review and approval by ADOT and FHWA to insure such changes are in general compliance with the Master Plan and its intent of restoring community cohesion.

DECK - Nineteen (19) units of cast-in-place post tensioned concrete box deck structure and all appurtenant features (such as drilled shafts, pile caps, supporting retaining walls and water proofing system) as defined in ADOT construction projects ID-IR-10-3(88), ACI-IR-10-3(307), ID-IR-10-3(308), ACI-IR-10-3(245); located between 3rd Avenue and 3rd Street over the proposed Interstate 10 Freeway within the City of Phoenix.

METHOD OF AMENDMENT

This Outline has been structured to allow expeditions amendment. Subsequent to execution of the Intergovernmental Agreement the scope of this outline may be expanded or the content may be revised following the prescribed legal procedures and mechanisms and in accordance with State law. The following notation format shall be used in amending this outline of fiscal and physical responsibility herein referred to as Section C.

Sequential Outline Numeration	Feature Discription	Amendment Note and Date
XIV.	ELEVATED LIGHT RAIL (Amended 11-15-88)	
A.	Pier Foundation (Amended 11-15-88)*	
1.	ADOT shall ...	
2.	City shall ...	

\* Applies to subordinate outline content.

NOTE: The outline index shall be revised accordingly.



I. I-10 FREEWAY INFRASTRUCTURE

A. ROADWAY PAVEMENT

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

B. HIGH OCCUPANCY VEHICLE LANES (AT THE FREEWAY LEVEL)

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

C. HIGH OCCUPANCY VEHICLE RAMPS (FROM I-10 TO 3RD STREET AND FROM I-10 TO 5TH AVENUE TO 3RD AVENUE)

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

D. FREEWAY DRAINAGE AND APPURTENANCES

1. Refer to Outline Section XI.T - "CULTURAL PARK, SOFFIT VENT STRUCTURE" for information pertaining to the enclosure for the north tunnel soffit vent.
2. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

E. 3RD STREET AND 3RD AVENUE PUMP STATIONS

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

F. ROADWAY VENTILATION (SEE OUTLINE SECTION V - "THE DECK STRUCTURE")

G. FREEWAY LIGHTING

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

H. UNDER-DECK LIGHTING

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

I. ROADWAY MONITORING SYSTEMS

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

J. FIRE PROTECTION SYSTEMS

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

K. EMERGENCY ACCESS DOORS BETWEEN ROADWAY AND TRANSIT STATION

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations (to be reviewed by the City)
- f. Operation (to be reviewed by the City)

L. SIGNAGE

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

M. ADVANCE FREEWAY SIGNAGE FOR (BUS) TRANSIT STATION

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

N. RETAINING WALLS

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

O. SOUND WALLS

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

P. LANDSCAPING (OF I-10 RIGHT-OF-WAY)

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

2. Refer to outline sections II, III and IV for cross street landscaping within limits of State construction.

II. 5th AVENUE BRIDGE AND ROADWAY  
LIMITS AS DEFINED BY ADOT CONSTRUCTION PROJECT I-10-3(240)

A. BRIDGE STRUCTURE - ABUTMENT TO ABUTMENT

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

B. ROADWAY PAVEMENT

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
  - b. Pavement Markings
  - c. Security
  - d. Policy Determinations
  - e. Operation

C. ROADWAY LIGHTING

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
  - b. Security
  - c. Policy Determinations
  - d. Operation

D. FENCING

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

E. TRAFFIC SIGNALS

1. With respect to traffic signal appurtenances such as underground anchorages, electrical conduit in bridge or roadway, junction boxes, controller foundations and power supply coordination but excluding poles and signals heads:
  - a. ADOT shall be responsible for:
    - 1) Design
    - 2) Construction
  - b. The City shall be responsible for:
    - 1) Maintenance (Repair and Replacement)
2. With respect to the traffic signal poles, signal heads, and controller:
  - a. ADOT shall be responsible for:
    - 1) Review or operation procedures
  - b. The City shall be responsible for:
    - 1) Design
    - 2) Construction
    - 3) Maintenance (Repair and Replacement)
    - 4) Operation (to be reviewed by ADOT)

F. PEDESTRIAN UNDERPASS LIGHTING

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
  - b. Security
  - c. Policy Determinations
  - d. Operation

G. PEDESTRIAN UNDERPASS SIDEWALKS

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair & Replacement)
- b. Security
- c. Policy Determinations
- d. Operation

H. PEDESTRIAN UNDERPASS DRAINAGE

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

2. The City shall be responsible for:

- a. Removal of nuisance litter and debris at drain inlet grates.

I. LANDSCAPING AND LANDSCAPE IRRIGATION [As constructed under ADOT construction project I-10-3(240)]

1. ADOT shall be responsible for:

- a. Design
- b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair & Replacement)
- b. Security
- c. Policy Determinations
- d. Operation

J. SIGNAGE

1. ADOT shall be responsible for

- a. Design, construction, and maintenance of interstate guide signs.

2. The City shall be responsible for

- a. Design, maintenance, and Construction of all other traffic control signs.

III. 3rd AVENUE BRIDGE AND ROADWAY  
LIMITS AS DEFINED BY ADOT CONSTRUCTION PROJECT I-10-3(240)

A. BRIDGE STRUCTURE - ABUTMENT TO ABUTMENT

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

B. ROADWAY PAVEMENT

1. ADOT shall be responsible for:

- a. Design
- b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair & Replacement)
- b. Pavement Markings
- c. Security
- d. Policy Determinations
- e. Operation

C. ROADWAY LIGHTING

1. ADOT shall be responsible for:

- a. Design
- b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair & Replacement)
- b. Security
- c. Policy Determinations
- d. Operation

D. FENCING

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation



E. TRAFFIC SIGNALS

1. With respect to traffic signal appurtenances such as underground anchorages, electrical conduit in bridge or roadway, junction boxes, controller foundations and power supply coordination but excluding poles and signals heads:
  - a. ADOT shall be responsible for:
    - 1) Design
    - 2) Construction
  - b. The City shall be responsible for:
    - 1) Maintenance (Repair and Replacement)
2. With respect to the traffic signal poles, signal heads, and controller:
  - a. ADOT shall be responsible for:
    - 1) Review or operation procedures
  - b. The City shall be responsible for:
    - 1) Design
    - 2) Construction
    - 3) Maintenance (Repair and Replacement)
    - 4) Operation (to be reviewed by ADOT)

F. PEDESTRIAN UNDERPASS LIGHTING

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
  - b. Security
  - c. Policy Determinations
  - d. Operation

G. PEDESTRIAN UNDERPASS SIDEWALKS

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair & Replacement)
- b. Security
- c. Policy Determinations
- d. Operation

H. PEDESTRIAN UNDERPASS DRAINAGE

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

2. The City shall be responsible for:

- a. Removal of nuisance litter and debris at drain grates.

I. LANDSCAPING AND LANDSCAPE IRRIGATION [As constructed under ADOT construction project I-10-3(240)]

1. ADOT shall be responsible for:

- a. Design
- b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair & Replacement)
- b. Security
- c. Policy Determinations
- d. Operation

J. SIGNAGE

1. ADOT shall be responsible for

- a. Design, construction, and maintenance of interstate guide signs.

2. The City shall be responsible for

- a. Design, maintenance, and Construction of all other traffic control signs.

IV. 3RD STREET BRIDGE AND ROADWAY  
LIMITS AS DEFINED BY ADOT CONSTRUCTION PROJECT ACI-10-3(213)

A. BRIDGE STRUCTURE - ABUTMENT TO ABUTMENT

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

B. ROADWAY PAVEMENT

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
  - b. Pavement Markings
  - d. Security
  - d. Policy Determinations
  - e. Operation

C. ROADWAY LIGHTING

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
  - b. Security
  - c. Policy Determinations
  - d. Operation

D. FENCING

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

E. TRAFFIC SIGNALS

1. With respect to traffic signal appurtenances such as underground anchorages, electrical conduit in bridge or roadway, junction boxes, controller foundations and power supply coordination but excluding poles and signals heads:
  - a. ADOT shall be responsible for:
    - 1) Design
    - 2) Construction
  - b. The City shall be responsible for:
    - 1) Maintenance (Repair and Replacement)
2. With respect to the traffic signal poles, signal heads, and controller:
  - a. ADOT shall be responsible for:
    - 1) Review or operation procedures
  - b. The City shall be responsible for:
    - 1) Design
    - 2) Construction
    - 3) Maintenance (Repair and Replacement)
    - 4) Operation (to be reviewed by ADOT)

F. SIGNAGE

1. ADOT shall be responsible for
  - a. Design, construction, and maintenance of interstate guide signs.
2. The City shall be responsible for
  - a. Design, maintenance, and Construction of all other traffic control signs.

V. THE DECK STRUCTURE  
LIMITS AS DEFINED BY ADOT CONSTRUCTION PROJECTS  
ID-IR-10-3(308) & ACI-IR-10-3(245) and  
ID-IR-10-3(88) & ACI-IR-10-3(307)

A. DRILLED SHAFTS AND PILE CAPS

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

B. RETAINING WALLS

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

C. BOX GIRDER DECK

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

D. ACCOMMODATION OF FUTURE TRANSIT STRUCTURE LOADS

1. Provisions shall be made in the design and construction of the Deck to allow additional loading associated with construction of a future elevated rapid transit system. A future elevated rapid transit transportation corridor may extend 100 feet on either side of the Central Avenue centerline allowing transit alignments immediately east, immediately west or on the center line of the Central Avenue Bridge.

Accommodation of the future transit structure entails the following improvements affecting structural units 8, 9, 10, and 11 [as referred to in ADOT construction projects ID-IR-10-3(308) and ID-IR-10-3(88)]:

- a. Pile Length Increase
  - b. Column Strengthening
  - c. Column Cap Widening
2. With respect to the aforementioned accommodation of future transit structure loads ADOT shall be responsible for:
    - a. Design
    - b. Construction Administration
  3. With respect to the aforementioned accommodation of future transit structure loads the City shall be responsible for:
    - a. Reimbursing ADOT \$100,000 for the expense of the structural improvements.
    - b. Ensuring that future transit improvements of any kind conforms to the structural design of the Deck.
  4. All costs and responsibilities of further design construction and operation associated with a transit facility structure shall be borne entirely by the City.

E. VENTILATION PLENUMS, DUCTS AND APPURTENANCES

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Security
  - e. Policy Determinations
  - f. Operation

F. VENTILATION FAN ROOMS  
(Refer to graphic "EXHIBIT D - STRUCTURES" for location of fan rooms #1, 2, 3, & 4) (Refer to Outline Section IX.N - URBAN PLAZA, PLUMBING EQUIPMENT ENCLOSURES)

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - c. Security
  - e. Policy Determinations
  - f. Operation
- G. VENTILATION AIR INTAKE SHAFTS  
(Refer to graphic "EXHIBIT D - STRUCTURES" for location of air intake shafts #1, 2, 3 & 4)
  1. ADOT shall be responsible for:
    - a. Design
    - b. Construction
    - c. Maintenance (Repair & Replacement)
    - d. Security
    - e. Policy Determinations
    - f. Operation
- H. WATER PROOFING
  1. ADOT shall be responsible for:
    - a. Design
    - b. Construction
    - c. Maintenance (Repair & Replacement)
    - d. Security
    - e. Policy Determinations
    - f. Operation
- I. UTILITY CONDUIT
  1. ADOT shall be responsible for:
    - a. Design
    - b. Construction
    - c. Maintenance (Repair & Replacement)
    - d. Security
    - e. Policy Determinations
    - f. Operation
- J. TRANSIT STATION VENTILATION SUPPLY DUCT IN DECK (BOX GIRDER).
  1. Refer to outline section XIII.H "TRANSIT STATION-VENTILATION SUPPLY DUCT"

2. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Repair and Replacement
- d. Ownership/Disposition
- e. Policy Determination

3. The City shall be responsible for:

- a. Maintenance
- b. Security
- c. Operation

K. TRANSIT STATION UTILITY SUPPLY TROUGH IN DECK (BOX GIRDER).

1. Refer to outline section XIII.Q "TRANSIT STATION-UTILITY SUPPLY TROUGH"

2. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Repair and Replacement
- d. Ownership/Disposition
- e. Policy Determination

3. The City shall be responsible for:

- a. Maintenance
- b. Security
- c. Operation

L. EMERGENCY EGRESS PENETRATIONS

1. Refer to Outline Section XIII.F - "TRANSIT STATION - EMERGENCY EGRESS STRUCTURES":

2. ADOT shall provide penetrations in the deck structure which will be available for emergency egress from the transit station. These penetrations will be temporarily sealed with a pre-cast insert.



a. With respect to the aforementioned penetrations and insert ADOT shall be responsible for:

- 1) Design
- 2) Construction
- 3) Maintenance (Repair and Replacement)
- 4) Security
- 5) Policy Determinations
- 6) Operation
- 7) Approval of future improvements by the City

## VI. SPECIAL PROPERTIES

### A. SECOND WARD LDS CHURCH

1. ADOT owns this property and may dispose of it in a manner which is complimentary to the Master Plan, but is also in accordance with procedures contained in Section 106 of the National Historic Preservation Act of 1966, 36 CFR Part 800 and Section 4(f) of the U.S. DOT Act of 1966, 49 USC 1653(f) and in accordance with ARS 28-1865G. This property will be maintained for public use by lease or sale to precedent state agencies or to the City.

### B. SHACKELFORD HOUSE

1. ADOT owns this property and may dispose of it in a manner which is complimentary to the Master Plan, but is also in accordance with procedures contained in Section 106 of the National Historic Preservation Act of 1966, 36 CFR Part 800 and Section 4(f) of the U.S. DOT Act of 1966, 49 USC 1653(f) and in accordance with ARS 28-1865G. This property will be maintained for public use by lease or sale to precedent state agencies or to the City.

### C. PERFORMING ARTS CENTER

1. ADOT owns this property and will lease to the City of Phoenix (refer to Section E of this agreement, "ADOT LEASE TO PHOENIX")

### D. FIRST RIGHT OF REFUSAL

1. State agencies holding precedence shall have the first right of refusal if any of the aforementioned properties are to be disposed of by ADOT.
2. In the event any of the special properties delineated as A through C above are ever transferred by ADOT to any third person or entity, to the extent it is permissible by law, the City of Phoenix (following State agencies holding precedence) shall be granted a right prior to disposition by ADOT to pay the appraised value of the property. Phoenix may exercise this right by making an offer to pay within a reasonable time the appraised value of the subject property within 45 days after written notification by ADOT of its intended disposition. Nothing herein shall preclude ADOT from extending the 45-day time period otherwise granted to the City of Phoenix but ADOT shall not be compelled to do so.

E. COMPLIANCE WITH FEDERAL REGULATIONS

1. ADOT is responsible for compliance with any and all Federal Rules and Regulations relative to the disposition of properties for any and all property referred to above which is listed on the National Register of Historic Places and/or receives the benefit of Federal funds. Nothing herein contained is in derogation of that responsibility.

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VII. KENILWORTH PARK (3RD AVENUE TO 5TH AVENUE)

A. EARTHWORK/GRADING (Refer to graphics "EXHIBIT E - ROUGH GRADING" and "EXHIBIT F - FINISH GRADING")

1. ADOT shall be responsible for:
  - a. Design
  - b. Rough Grading
  - c. Finish Grading of area illustrated in graphic "EXHIBIT F"
  - d. Policy Determinations
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
  - b. Grading of area illustrated in graphic "EXHIBIT F"
3. Earthwork contouring in this area will respond to drainage needs. The City may reconfigure contour elevations to accommodate future park needs upon the condition that such grading does not adversely affect drainage flows and is approved by ADOT.

B. PEDESTRIAN PAVING

1. ADOT shall be responsible for:
  - a. Preliminary Design
  - b. Final Design of the sidewalk which extends from the 7th Avenue pedestrian bridge to the Neighborhood Park via the 5th Avenue and 3rd Avenue pedestrian underpasses.
  - c. Construction of sidewalks delineated in graphic "EXHIBIT G - PEDESTRIAN PAVING" and concrete paving under pedestrian underpasses.
2. The City shall be responsible for:
  - a. Final Design and Construction of any sidewalk that is beyond ADOT's responsibility.
  - b. Maintenance (Repair & Replacement) (5th Avenue to 3rd Avenue including underpasses)
  - c. Ownership/Disposition
  - d. Security
  - e. Policy Determinations
  - f. Operation

C. PEDESTRIAN AND AREA LIGHTING

1. ADOT shall be responsible for:
  - a. Preliminary Design
  - b. Construction Funding of lighting (to include base, pole, fixture, luminaire and wiring) for purpose of pedestrian/user security as defined in graphic "EXHIBIT J - LIGHTING".
2. Refer to Outline Sections II and III for lighting of pedestrian underpasses.
3. The City shall be responsible for:
  - a. Final Design
  - b. Construction of any lighting feature that is beyond ADOT's responsibility
  - c. Ownership/Disposition
  - d. Maintenance (Repair and Replacement)
  - e. Security
  - f. Policy Determinations
  - g. Operation

D. PUMP STATION ENTRY DRIVE (24')

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
  - c. Ownership/Disposition
  - d. Policy Determinations
  - e. Repair of damage to drive caused by ADOT
2. The City shall be responsible for:
  - a. Maintenance (Repair & Replacement)
3. The primary intent for construction of the entry drive is to provide an access for service of the 3rd Avenue Pump Station. The City may construct a parking lot abutting the entry drive and allow public access to the parking lot from the entry drive provided that the pump station access remains unobstructed.

E. PARKING LOT

1. ADOT shall be responsible for:
  - a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

F. RECREATION COURTS

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

G. LANDSCAPING -- TURF (Refer to graphic "EXHIBIT H - LANDSCAPING")

1. ADOT shall be responsible for:

- a. Preliminary Design
- b. Final Design and Construction of turf and turf irrigation or other treatment and appropriate irrigation in the area between the sidewalk and the I-10 pump station/soundwall.

2. The City shall be responsible for:

- a. Final Design of all areas beyond ADOT's responsibility.
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

H. LANDSCAPING - SHRUBS

1. ADOT shall be responsible for:
  - a. Preliminary Design
  - b. Final Design and Construction in area between sidewalk and the I-10 pump station/soundwall.
2. The City shall be responsible for:
  - a. Final Design and Construction of all areas beyond ADOT's responsibility.
  - b. Maintenance (Repair & Replacement)
  - c. Ownership/Disposition
  - d. Security
  - e. Policy Determinations
  - f. Operation

I. LANDSCAPING - TREES

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

J. LANDSCAPING - IRRIGATION

1. ADOT shall be responsible for:
  - a. Preliminary Design
  - b. Final Design and Construction in area between sidewalk and the I-10 pumpstation/soundwall.
2. The City shall be responsible for:
  - a. Final Design and Construction of all areas beyond ADOT's responsibility
  - b. Maintenance (Repair & Replacement)
  - c. Ownership/Disposition
  - d. Security
  - e. Policy Determinations
  - f. Operation

K. DRAINAGE FEATURES

1. For drainage features (including drain inlets, storm water piping, drainage wiers etc.) that are required to control offsite drainage to the I-10 freeway and appurtenances and have been included in ADOT construction project I-10-3(223), and future projects which will include drain inlets for the pump station drive.
  - a. ADOT shall be responsible for:
    - 1) Design
    - 2) Construction
    - 3) Repair & Replacement
    - 4) Ownership/Disposition
    - 5) Policy Determinations
    - 6) Security
    - 7) Operation
  - b. The City shall be responsible for:
    - 1) Removal of debris and litter from inlet grates.
2. Any additional drainage features and storm water protection for any other aspect of the Kenilworth Park area shall be entirely the responsibility of the City and may be constructed under the condition that it is not disruptive to any ADOT drainage feature or system. Any improvements to the ADOT drainage system must be approved by ADOT.

L. ELECTRICAL SUPPLY

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation



M. WATER SUPPLY FOR NON-IRRIGATION PARK USE

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

N. OTHER UTILITIES

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design (or Design Coordination with utility companies)
  - b. Construction (or coordination with utility companies)
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

# VIII. NEIGHBORHOOD PARK

## A. EARTHWORK/GRADING (Refer to graphics "EXHIBIT E - ROUGH GRADING" and "EXHIBIT F - FINISH GRADING")

### 1. ADOT shall be responsible for:

- a. Design
- b. Rough Grading
- c. Finish Grading generally corresponding to the area of the deck structure and approximately 40 feet either side of the deck and the area of the Culver Street entry. See "EXHIBIT F" for limits of finish grading.
- d. Policy Determinations

### 2. The City shall be responsible for:

- a. Finish Grading of park areas outside ADOT's limits of responsibility. See "EXHIBIT F" for limits of finish grading.
- b. Maintenance (Repair & Replacement)

### 3. The City may reconfigure contour elevations to accommodate future park needs upon the conditions that such grading:

- a. Does not adversely affect drainage collection or flow patterns;
- b. Conforms to the structural design of the deck,
- c. Does not adversely affect the structural stability of adjacent structures, and
- d. Is approved by ADOT.

## B. DRAINAGE SYSTEM

### 1. An underdrain system shall be installed on the deck structure. ADOT shall install the necessary surface drain inlets and drainage features to protect the deck structure and provide adequate drainage of the park area over the deck.

#### a. With respect to the aforementioned drainage system ADOT shall be responsible for:

- 1) Design
- 2) Construction
- 3) Repair and Replacement
- 4) Ownership/Disposition
- 5) Policy Determinations
- 6) Maintenance
- 7) Operation

- b. With respect to the aforementioned drainage system the City shall be responsible for:
  - 1) Removal of debris and litter from the drain inlets.
- 2. The City may add additional drainage features as needed for future park features upon the condition that such features:
  - a. Do not adversely affect the ADOT drainage system.
  - b. Do not adversely affect the structural stability of the deck substructure or superstructure or other adjacent structures.
  - c. Do not allow the contribution of additional offsite drainage flows to the deck surface.
  - d. Are approved by ADOT.
- 3. ADOT shall install an overflow drain for protection of the deck structure on the south side of the deck. (Refer to ADOT construction project ACI-IR-10-3(245), catch basin No. 467.) The City may utilize this feature to drain and provide overflow protection of a future pond upon the conditions that:
  - a. Any addition to the system conforms to the drain design.
  - b. The City bears the costs and responsibilities to any improvements associated with installation of a pond.
  - c. ADOT approves the design, construction, and operation of such improvements.
  - d. Adjacent structures are not adversely affected.

C. LANDSCAPING - TURF & IRRIGATION

- 1. ADOT shall provide turf landscaping and provision for turf irrigation for an area which generally corresponds to the deck structure and approximately 40 feet either side of the deck as delineated in "EXHIBIT H - LANDSCAPING".
  - a. With respect to the aforementioned limits of landscape treatment ADOT shall be responsible for:
    - 1) Design
    - 2) Construction

- b. With respect to the aforementioned limits of landscape treatment the City shall be responsible for:
      - 1) Ownership/Disposition
      - 2) Maintenance (Repair & Replacement)
      - 3) Operation
      - 4) Policy Determinations
  - 2. The City shall provide turf landscaping and turf irrigation for all park areas outside ADOT's limit of responsibility as delineated in "EXHIBIT H - TURF AND LANDSCAPING".
    - a. With respect to the aforementioned limits of landscape treatment the City shall be responsible for:
      - 1) Design
      - 2) Construction
      - 3) Maintenance (Repair and Replacement)
      - 4) Ownership/Disposition
      - 5) Policy Determinations
      - 6) Operation
- D. LANDSCAPING - SHRUBS (Refer to graphic "EXHIBIT H - LANDSCAPING" for delineation of limits of landscaping)
  - 1. ADOT shall be responsible for:
    - a. Preliminary Design
  - 2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair & Replacement)
    - d. Ownership/Disposition
    - e. Security
    - f. Policy Determinations
    - g. Operation
- E. LANDSCAPING - TREES (Refer to graphic "EXHIBIT H - LANDSCAPING" for delineation of limits of landscaping)
  - 1. ADOT shall be responsible for:
    - a. Preliminary Design
    - b. Policy Determinations (to account for structural concerns of tree placement)

2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
- F. LANDSCAPING - OTHER (Refer to graphic "EXHIBIT H - LANDSCAPING" and "EXHIBIT I - LANDSCAPE MAINTENANCE")
  1. ADOT shall be responsible for:
    - a. Preliminary Design
  2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair & Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- G. LANDSCAPE IRRIGATION - OTHER (NON-TURF) (Refer to graphic "EXHIBIT H - LANDSCAPING" and "EXHIBIT I - LANDSCAPE MAINTENANCE")
  1. ADOT shall be responsible for:
    - a. Preliminary Design
  2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair & Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- H. PEDESTRIAN PAVING
  1. ADOT shall be responsible for:
    - a. Preliminary Design
    - b. Construction Funding of sidewalks delineated in graphic "EXHIBIT G - PEDESTRIAN PAVING"
  2. The City shall be responsible for:
    - a. Final Design

- b. Construction Funding of all sidewalks and pedestrian paving that is beyond the limits of ADOT's responsibility as delineated in "EXHIBIT G - PEDESTRIAN PAVING"
- c. Maintenance (Repair & Replacement)
- d. Ownership/Disposition
- e. Policy Determinations

I. PARK RETAINING WALLS (Refer to graphic "EXHIBIT D - STRUCTURES")

1. Retaining walls at:

- a. The west end of the deck adjacent to 3rd Avenue and the Pedestrian Underpass;
- b. The north and east perimeter of lots 20 and 22 located at 3rd Avenue and the deck, and
- c. The south side of Shackelford House property

shall be constructed with the deck structure project.

2. With respect to the aforementioned walls ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Repair and Replacement
- d. Ownership/Disposition
- e. Policy Determinations

3. With respect to the aforementioned walls the City shall be responsible for:

- a. Maintenance (Cleaning, Aesthetic Appearance, etc.)

J. POND

1. ADOT shall be responsible for:

- a. Preliminary Design
- b. Design Approval

2. The City shall be responsible for:

- a. Final Design (to be approved by ADOT)
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

K. PORTLAND STREET PARKING LOT

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

L. PORTLAND STREET ENTRY TRELLIS STRUCTURE

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

M. PARK OPERATIONS BUILDING

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair & Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

N. SHADE STRUCTURES/PICNIC PAVILLIONS

1. ADOT shall be responsible for:

a. Preliminary Design

2. The City shall be responsible for:

a. Final Design

b. Construction

c. Maintenance (Repair & Replacement)

d. Ownership/Disposition

e. Security

f. Policy Determinations

g. Operation

O. PICNIC FACILITIES (TABLES/BBQ, ETC.)

1. ADOT shall be responsible for:

a. Preliminary Design

2. The City shall be responsible for:

a. Final Design

b. Construction

c. Maintenance (Repair & Replacement)

d. Ownership/Disposition

e. Security

f. Policy Determinations

g. Operation

P. REFLECTING POOL

1. ADOT shall be responsible for:

a. Preliminary Design

b. Review of Design

c. Construction Review

2. The City shall be responsible for:

a. Final Design (to be approved by ADOT)

b. Construction

c. Maintenance (Repair & Replacement)

d. Ownership/Disposition

e. Policy Determinations

f. Operation



Q. PEDESTRIAN AND AREA LIGHTING

1. ADOT shall be responsible for:

- a. Preliminary Design
- b. Construction Funding of lighting (to include base, pole, fixture, luminaire and wiring) for purposes of pedestrian/user security as defined in graphis "EXHIBIT J - LIGHTING"

2. The City shall be responsible for:

- a. Final Design
- b. Construction Funding of any lighting feature that is beyond ADOT's responsibility.
- c. Ownership/Disposition
- d. Maintenance (Repair & Replacement)
- e. Security
- f. Policy Determinations
- g. Operation

R. PARK FURNITURE (BENCHES, TRASH, RECEP. ETC.)

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair & Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

IX. URBAN PLAZA

A. EARTHWORK/GRADING (Refer to graphics "EXHIBIT E - ROUGH GRADING" and "EXHIBIT F - FINISH GRADING")

1. ADOT shall be responsible for:
  - a. Design
  - b. Rough Grading
  - c. Finish Grading
  - d. Policy Determinations
2. The City shall be responsible for:
  - a. Maintenance (Repair and Replacement)
3. The City may reconfigure contour elevations to accommodate future park needs upon the conditions that such grading:
  - a. Does not adversely affect drainage collection or flow patterns;
  - b. Conforms to the structural design of the deck,
  - c. Does not adversely affect the structural stability of adjacent structures, and
  - d. Is approved by ADOT.

B. PEDESTRIAN PLAZA PAVING

1. ADOT shall provide special decorative paving for the urban plaza as delineated in graphic "EXHIBIT G - PEDESTRIAN PAVING"
  - a. With respect to the aforementioned paving ADOT shall be responsible for:
    - 1) Preliminary Design
    - 2) Construction Funding
  - b. With respect to the aforementioned paving the City shall be responsible for:
    - 1) Final Design
    - 2) Construction Administration
    - 3) Maintenance (Repair and Replacement)
    - 4) Ownership/Disposition
    - 5) Policy Determinations
    - 6) Operation

C. PEDESTRIAN PLAZA LIGHTING (Refer to Outline Section XII.F - CENTRAL AVENUE BRIDGE AND ROADWAY, PEDESTRIAN LIGHTING)

1. ADOT shall be responsible for:
    - a. Preliminary Design
  2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Security
    - f. Policy Determinations
    - g. Operation
- D. LANDSCAPING - TURF (BOSQUE) W/IRRIGATION (Refer to graphic "EXHIBIT H - LANDSCAPING")
1. ADOT shall be responsible for:
    - a. Preliminary Design
    - b. Construction
  2. The City shall be responsible for:
    - a. Final Design
    - b. Maintenance (Repair and Replacement)
    - c. Ownership/Disposition
    - d. Policy Determinations
    - e. Operation
- E. LANDSCAPING - SHRUBS
1. ADOT shall be responsible for:
    - a. Preliminary Design
  2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Security
    - f. Policy Determinations
    - g. Operation
- F. LANDSCAPING - TREES
1. ADOT shall be responsible for:
    - a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

G. LANDSCAPING - OTHER

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

H. LANDSCAPE IRRIGATION (NON-TURF)

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- d. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

I. CANALS (BOSQUE AREA)

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Security
    - f. Policy Determinations
    - g. Operation
- J. PLANTERS IN DECK (TREE BOSQUE) (As defined in ADOT construction project ID-IR-10-3(88))
1. ADOT shall be responsible for:
    - a. Design
    - b. Construction
    - c. Repair and Replacement
    - d. Ownership/Disposition
    - e. Policy Determinations
  2. The City shall be responsible for:
    - a. Maintenance
    - b. Operation
  3. Use other than as a tree planter must be approved by ADOT.
- K. PLANTERS - OTHER
1. ADOT shall be responsible for:
    - a. Preliminary Design
  2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- L. PARK RETAINING WALLS (Refer to graphic "EXHIBIT D - STRUCTURES: and Outline Section VIII.I)
- M. FOUNTAIN
1. ADOT shall be responsible for:
    - a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

N. PLUMBING (FOUNTAIN) EQUIPMENT ENCLOSURES (in Central Avenue Bridge North Abutment Room and in Fan Room #1) (Refer to Outline Sections V.E - DECK STRUCTURE, VENTILATION FAN ROOMS and XII.B - CENTRAL AVENUE BRIDGE, FALSE ABUTMENTS)

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Approval of Maintenance and Policy Determinations

2. The City shall be responsible for:

- a. Maintenance (Repair and Replacement) (to be approved by ADOT)
- b. Policy Determinations (to be approved by ADOT)
- c. Operation

3. City access to Fan Room #1 will be by scheduled appointment with ADOT.

O. ARCADE

1. ADOT shall be responsible for:

- a. Preliminary Design
- b. Approval of Final Design

2. The Developer (City or Private) shall be responsible for:

- a. Final Design (to be approved by ADOT)
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

P. TRANSIT/SHUTTLE PEDESTRIAN LINK (Central Avenue Ramps and Stairs - See Outline Section XIII - CENTRAL AVENUE BRIDGE AND ROADWAY)

Q. SHADE PAVILLIONS

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

R. RESTROOMS/INFORMATION BUILDING

1. ADOT shall be responsible for:
  - a. Preliminary Design
  - b. Design Approval
2. The City shall be responsible for:
  - a. Final Design (to be approved by ADOT)
  - b. Construction (to be approved by ADOT)
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

S. COMMERCIAL SPACES/CAFES

1. The Urban Plaza is an element identified in the Master Plan which is intended to relate to the more intense commercial character of Central Avenue. The incorporation of commercial spaces and cafes within the park is intended to provide amenities for park users, encourage activity in the urban plaza which is consistent with the Master Plan.
2. The designated location for these commercial spaces is within the "ARCADE" area of the Urban Plaza. (Refer to Outline Section IX.O - "URBAN PLAZA, ARCADE").
3. With respect to the aforementioned commercial spaces ADOT shall be responsible for:
  - a. Developing (Air Rights) Lease Agreements
  - b. Approval of Final Designs

4. With respect to the aforementioned commercial spaces the CITY shall be responsible for:
  - a. Design Approval
  - b. Development Coordination
  - c. Operation
5. With respect to the aforementioned commercial spaces a commercial developer shall be responsible for:
  - a. Construction Funding
  - b. Maintenance (Repair and Replacement)
  - c. Ownership of Tennent Improvements
  - d. Liability

T. CAROUSEL

1. ADOT shall be responsible for:
  - a. Preliminary Design
  - b. Design Approval
2. The City shall be responsible for:
  - a. Final Design (to be approved by ADOT)
  - b. Policy Determinations
  - c. Operation
  - d. Construction Supervision
  - f. Concession Agreements with Concessionaire

U. ELECTRICAL SUPPLY FOR PARK AMENITIES

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

V. WATER SUPPLY (NON-IRRIGATION)

1. ADOT shall be responsible for:
  - a. Preliminary Design



2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

W. SEWER SERVICE

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

X. OTHER UTILITIES

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

X. ART WALK

A. CONCEPT/COMMITMENTS

The element of the Master Plan defined as the "Art Walk" is a suggestion for public and private improvements to the 1st Street right-of-way between the Deck Park and McDowell Road. The purpose of these improvements is to provide a specially designed pedestrian-oriented streetscape that would link the cultural facilities at the Civic Center with the Deck Park.

The Art Walk concept has been identified as a logical and beneficial improvement but is ancillary to the Deck related construction. There is no commitment by ADOT or the City to participate in development of the Art Walk beyond the conceptual (Master Plan) phase. No responsibilities to implement the concepts are implied in this agreement.

## XI. CULTURAL PARK

### A. EARTHWORK/GRADING (Refer to graphics "EXHIBIT E - ROUGH GRADING" and "EXHIBIT F - FINISH GRADING")

1. ADOT shall be responsible for:
  - a. Design
  - b. Rough Grading
  - c. Finish Grading generally corresponding to the area of the deck structure and approximately 40 feet either side of the deck and the area of the Culver Street entry. See "EXHIBIT F" for limits of finish grading.
  - d. Policy Determinations
2. The City shall be responsible for:
  - a. Finish Grading of park areas outside ADOT's limits of responsibility. See "EXHIBIT F" for limits of finish grading.
  - b. Maintenance (Repair & Replacement)
3. The City may reconfigure contour elevations to accommodate future park needs upon the conditions that such grading:
  - a. Does not adversely affect drainage flows;
  - b. Conforms to the structural design of the deck, and
  - c. Is approved by ADOT.

### B. DRAINAGE SYSTEM

1. An underdrain system shall be installed on the deck structure. ADOT shall install the necessary surface drain inlets and drainage features to protect the deck structure and provide adequate drainage of the park area over the deck.
  - a. With respect to the aforementioned drainage system ADOT shall be responsible for:
    - 1) Design
    - 2) Construction
    - 3) Repair and Replacement
    - 4) Ownership/Disposition
    - 5) Policy Determinations
    - 6) Maintenance
    - 7) Operation

b. With respect to the aforementioned drainage system the City shall be responsible for:

- 1) Removal of debris and litter from the drain inlets.

2. The City may add additional drainage features as needed for future park features upon the condition that such features:

- a. Do not adversely affect the ADOT drainage system.
- b. Conforms to the structural design of the deck.
- c. Does not allow the contribution of additional offsite drainage flows to the deck surface.
- d. Are approved by ADOT.

C. LANDSCAPING - TURF & IRRIGATION

1. ADOT shall provide turf landscaping and provision for turf irrigation for an area which generally corresponds to the deck structure and approximately 40 feet either side of the deck as delineated in "EXHIBIT H - LANDSCAPING".

a. With respect to the aforementioned limits of landscape treatment ADOT shall be responsible for:

- 1) Design
- 2) Construction

b. With respect to the aforementioned limits of landscape treatment the City shall be responsible for:

- 1) Maintenance (Repair & Replacement)
- 2) Ownership/Disposition
- 3) Operation
- 4) Policy Determinations

2. The City shall provide turf landscaping and turf irrigation for all park areas outside ADOT's limit of responsibility as delineated in "EXHIBIT H - LANDSCAPING".

- a. With respect to the aforementioned limits of landscape treatment the City shall be responsible for:
    - 1) Design
    - 2) Construction
    - 3) Maintenance (Repair and Replacement)
    - 4) Ownership/Disposition
    - 5) Security
    - 6) Policy Determinations
    - 7) Operation
- D. LANDSCAPING - SHRUBS (Refer to graphic "EXHIBIT H - LANDSCAPING" for delineation of limits of landscaping)
  - 1. ADOT shall be responsible for:
    - a. Preliminary Design
  - 2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- E. LANDSCAPING - TREES (Refer to graphic "EXHIBIT H - LANDSCAPING" for delineation of limits of landscaping)
  - 1. ADOT shall be responsible for:
    - a. Preliminary Design
    - b. Policy Determinations (To account for structural concerns of tree placement)
  - 2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- F. LANDSCAPING - OTHER (Refer to graphics "EXHIBIT H - LANDSCAPING" and "EXHIBIT I - LANDSCAPE MAINTENANCE")
  - 1. ADOT shall be responsible for:
    - a. Preliminary Design

2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- G. BOTANICAL DISPLAYS
1. ADOT shall be responsible for:
    - a. Preliminary Design
  2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- H. LANDSCAPE IRRIGATION - OTHER (NON-TURF) (Refer to graphics "EXHIBIT H - LANDSCAPING" and "EXHIBIT - I LANDSCAPE MAINTENANCE")
1. ADOT shall be responsible for:
    - a. Preliminary Design
  2. The City shall be responsible for:
    - a. Final Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
    - f. Operation
- I. PEDESTRIAN PAVING
1. ADOT shall be responsible for:
    - a. Preliminary Design
    - b. Construction Funding of sidewalks delineated in graphic "EXHIBIT G - PEDESTRIAN PAVING"

2. The City shall be responsible for:

- a. Final Design
- b. Construction Funding of sidewalks delineated in graphic "EXHIBIT G - PEDESTRIAN PAVING"
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

J. PEDESTRIAN AND AREA LIGHTING

1. ADOT shall be responsible for:

- a. Preliminary Design
- b. Construction Funding of lighting (to include base, pole, fixture, luminaire and wiring) for the purpose of pedestrian/user security as defined in Graphic "EXHIBIT J - LIGHTING"

2. The City shall be responsible for:

- a. Final Design
- b. Construction Funding of any lighting feature that is beyond ADOT's responsibility.
- c. Ownership/Disposition
- d. Maintenance (Repair and Replacement)
- e. Policy Determinations
- f. Operation

K. PEDESTRIAN SHADE PAVILLIONS (PROMENADE)

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Operation

L. AMPHITHEATER

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Operation

M. 3rd STREET SURFACE PARKING LOT ON DECK

1. ADOT shall be responsible for:

- a. Design of Surface Pavement
- b. Construction of Surface Pavement

2. The City shall be responsible for:

- a. Maintenance (Repair and Replacement)
- b. Ownership/Disposition
- c. Security
- d. Operation
- e. Design and Construction of Curb, Striping and Other Appurtenances

N. 3rd STREET PARKING STRUCTURE ON DECK

1. The Master Plan identifies accommodation for a future multi-level parking structure in the location of the 3rd Street surface parking lot. The deck structure is designed to accommodate the structural loading of a future parking structure.

a. With respect to the aforementioned parking structure ADOT shall be responsible for:

- 1) Preliminary Design
- 2) Approval of Design

b. With respect to the aforementioned parking structure the City shall be responsible for:

- 1) Final Design (to be approved by ADOT)
- 2) Construction (to be approved by ADOT)
- 3) Maintenance (Repair and Replacement)
- 4) Ownership/Disposition
- 5) Policy Determinations
- 6) Operation



O. CONCOURSE (GRANDSTAND)

1. ADOT shall be responsible for:
  - a. Preliminary Design
  - b. Approval of Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Policy Determinations
  - f. Operation

P. ELECTRICAL SUPPLY

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

Q. WATER SUPPLY (NON-IRRIGATION)

1. ADOT shall be responsible for:
  - a. Preliminary Design
2. The City shall be responsible for:
  - a. Final Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Policy Determinations
  - f. Operation

R. SEWER SERVICE

1. ADOT shall be responsible for:
  - a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

S. OTHER UTILITIES

1. ADOT shall be responsible for:

- a. Preliminary Design

2. The City shall be responsible for:

- a. Final Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation

T. SOFFIT VENT STRUCTURE [As defined in ADOT construction projects ACI-IR-10-3(307) and ID-IR-10-3(88)]

1. Refer to Outline Section I.D - "I-10 FREEWAY INFRASTRUCTURE, FREEWAY DRAINAGE" and graphic "EXHIBIT D - STRUCTURES"

2. A soffit vent shall be constructed to provide release of air from the north drainage tunnel. The vent pipe shall be constructed to "daylight" in a structure opposing the ventilation air intake structure #2. The structure (false vent structure) enclosing the vent pipe shall be architecturally similar to the air intake structure.

3. With respect to the aforementioned soffit vent structure ADOT shall be responsible for:

- a. Design
- b. Construction of the structure and exterior architectural treatment.
- c. Maintenance of the Vent Pipe Enclosure
- d. Policy Determinations

4. With respect to the aforementioned soffit vent structure the City shall be responsible for:
  - a. Construction of any Interior Improvements
  - b. Maintenance (Repair and Replacement) of the exterior architectural treatment and of the interior space excluding the vent pipe enclosure.
  - c. Operation of the interior space not dedicated to the vent pipe enclosure.
5. ADOT shall make excess interior space available to the City for park support uses provided that such space is not required by ADOT for the operation of the vent. ADOT shall reserve the right of access to maintain the vent. The City shall not construct any improvements which interfere with the operation or maintenance of the vent.

XII. CENTRAL AVENUE BRIDGE AND ROADWAY

- A. BRIDGE STRUCTURE INCLUDING ABUTMENTS AND SIDEWALKS  
(Refer to Outline Section XIII.G - "TRANSIT STATION,  
MECHANICAL/ELECTRICAL ROOMS")
  - 1. ADOT shall be responsible for:
    - a. Design
    - b. Construction
    - c. Maintenance (Repair and Replacement)
    - d. Ownership/Disposition
    - e. Policy Determinations
- B. BRIDGE FALSE ABUTMENTS (Refer to Outline Sections  
XIII.G - "TRANSIT STATION, MECHANICAL/ELECTRICAL  
ROOMS" and IX.N - "PLUMBING EQUIPMENT ENCLOSURES")
  - 1. ADOT shall be responsible for:
    - a. Design
    - b. Construction
    - c. Repair and Replacement
    - d. Ownership/Disposition
  - 2. The City shall be responsible for:
    - a. Maintenance (Cleaning of Curtain Wall)
- C. BRIDGE ARCHITECTURAL SKIN (PRE-CAST CONCRETE)
  - 1. ADOT shall be responsible for:
    - a. Design
    - b. Construction
    - c. Repair and Replacement
    - d. Ownership/Disposition
    - e. Policy Determinations
  - 2. The City shall be responsible for:
    - a. Maintenance (Cleaning)
- D. RAMPS AND STEPS TO PLAZA (Refer to graphic "EXHIBIT D-  
STRUCTURES")
  - 1. ADOT shall be responsible for:
    - a. Design
    - b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair and Replacement)
- b. Ownership/Disposition
- c. Policy Determinations

E. ROADWAY LIGHTING

1. ADOT shall be responsible for:

- a. Design
- b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair and Replacement)
- b. Ownership/Disposition
- c. Policy Determinations

F. PEDESTRIAN LIGHTING UNDER BRIDGE AND ON BRIDGE  
SIDEWALK

1. ADOT shall be responsible for:

- a. Design
- b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair and Replacement)
- b. Ownership/Disposition
- c. Security
- d. Policy Determinations

G. LANDSCAPING

1. The City shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations

H. LANDSCAPE IRRIGATION

1. The City shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations

I. BUS BAYS

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair and Replacement)
  - b. Ownership/Disposition
  - c. Policy Determinations

J. SHUTTLE STOP AMENITIES

1. The City shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Policy Determinations

K. BRIDGE HEADS

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction
2. The City shall be responsible for:
  - a. Maintenance (Repair and Replacement)
  - b. Ownership/Disposition
  - c. Policy Determinations

L. ROADWAY SURFACE

1. ADOT shall be responsible for:
  - a. Design
  - b. Construction

2. The City shall be responsible for:

- a. Maintenance (Repair and Replacement)
- b. Pavement Markings
- c. Signage
- d. Sweeping

XIII. TRANSIT STATION

A. ROADWAY (BUSWAY) PAVEMENT INCLUDING CURBS

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Ownership/Disposition
- d. Policy Determinations

2. The City shall be responsible for:

- a. Maintenance (Repair and Replacement)  
(Refer to graphic "EXHIBIT K - TRANSIT  
STATION PAVEMENT"
- b. Security of area defined in "EXHIBIT K"
- c. Operation

B. TRANSIT PLATFORM

1. The City shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Security
- e. Policy Determinations
- f. Operation

C. PLATFORM ENCLOSURE (INCLUDING DISPATCHER AND STORAGE AREAS)

1. The City shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

D. SIGNAGE (WITHIN LEASE AREA DELINEATED IN GRAPHIC EXHIBIT L)

1. The City shall be responsible for:

- a. Design
- b. Construction
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation



E. FIRE PROTECTION SYSTEMS

1. ADOT shall be responsible for:
  - a. Providing means to convey (City) water lines through deck structure to service fire protection system.
2. The City shall be responsible for:
  - a. Design
  - b. Construction
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

F. EMERGENCY EGRESS STRUCTURES

1. Refer to Outline Section V - "THE DECK STRUCTURE, EMERGENCY EGRESS PENETRATIONS"
2. ADOT shall provide penetrations in the deck structure which will be available for transit station emergency egress. These penetrations will be temporarily sealed with a pre-cast insert.
  - a. With respect to the aforementioned penetrations and insert ADOT shall be responsible for:
    - 1) Design
    - 2) Construction
    - 3) Maintenance (Repair and Replacement)
    - 4) Security
    - 5) Policy Determinations
    - 6) Operation
    - 7) Structural Approval of future improvements by the City
  - b. With respect to future improvements (emergency stairs and egress opening enclosure) the City shall be responsible for:
    - 1) Design (to be approved by ADOT)
    - 2) Construction (to be approved by ADOT)
    - 3) Maintenance (Repair and Replacement)
    - 4) Security
    - 5) Policy Determinations (to be approved by ADOT)
    - 6) Operation (to be approved by ADOT)

G. MECHANICAL/ELECTRICAL ROOMS

1. Refer to Outline Section XII.(A&B) "CENTRAL AVENUE BRIDGE AND ROADWAY, STRUCTURE AND FALSE ABUTMENTS" and "EXHIBIT - D - STRUCTURES"
2. ADOT shall reserve space between the south abutment and the south false abutment of the Central Avenue Bridge for use by the City. The City will be permitted to install mechanical and electrical equipment for operation of the transit station in areas designated by ADOT.

H. VENTILATION SUPPLY DUCT

1. Refer to Outline Section V - "THE DECK STRUCTURE"
2. ADOT shall construct a duct in the deck structure as a means of conveying ventilation supply to the transit station from the mechanical equipment room in the south abutment. This duct shall be constructed to provide a location for the City to construct ventilation supply lines when the station is developed.

I. VENTILATION/AIR COOLING/HEATING EQUIPMENT

1. The City shall be responsible for:
  - a. Design
  - b. Construction (to be approved by ADOT)
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation
2. ADOT shall be responsible for:
  - a. Approving construction

J. STAIRS

1. The City shall be responsible for:
  - a. Design (to be approved by ADOT)
  - b. Construction (to be approved by ADOT)
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation

2. ADOT shall be responsible for:

- a. Approving Design
- b. Approving Construction

K. ESCALATORS

1. The City shall be responsible for:

- a. Design (to be approved by ADOT)
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)  
including drainage of escalator "pits"
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. ADOT shall be responsible for:

- a. Approving Design
- b. Approving Construction

L. ELEVATORS

1. The City shall be responsible for:

- a. Design (to be approved by ADOT)
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)  
including drainage of escalator "pits"
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. ADOT shall be responsible for:

- a. Approving Design
- b. Approving Construction

M. HEADHOUSE STRUCTURE (TRANSIT FACILITIES STRUCTURE ON THE DECK SURFACE)

1. The City shall be responsible for:

- a. Design (to be approved by ADOT)
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. ADOT shall be responsible for:

- a. Approving Design
- b. Approving Construction

N. TRANSIT STATION LIGHTING FIXTURES

1. The City shall be responsible for:

- a. Design
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. ADOT shall be responsible for:

- a. Approving Construction

O. BUSWAY LIGHTING FIXTURES

1. The City shall be responsible for:

- a. Design
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. The City and ADOT shall be responsible for:

- a. Approving Construction

P. MONITORING/SURVEILLANCE

1. The City shall be responsible for:

- a. Design
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. The City and ADOT shall be responsible for:

- a. Construction Approval

Q. UTILITY SUPPLY TROUGH

1. Refer to Outline Section V - "THE DECK STRUCTURE"
2. ADOT shall be responsible for construction of a trough in the deck structure as a means of supplying electrical, water, sanitary and/or telephone service to the transit station. This trough shall be constructed to provide a location for the City to install utility lines when the station is developed.

R. ELECTRICAL SUPPLY LINES

1. The City shall be responsible for:
  - a. Design (to be approved by ADOT)
  - b. Construction (to be approved by ADOT)
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation
2. ADOT shall be responsible for:
  - a. Design Approval
  - b. Construction Approval

S. WATER SUPPLY LINE

1. The City shall be responsible for:
  - a. Design (to be approved by ADOT)
  - b. Construction (to be approved by ADOT)
  - c. Maintenance (Repair and Replacement)
  - d. Ownership/Disposition
  - e. Security
  - f. Policy Determinations
  - g. Operation
2. ADOT shall be responsible for:
  - a. Design Approval
  - b. Construction Approval

T. SANITARY SEWER

1. The City shall be responsible for:

- a. Design (to be approved by ADOT)
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. ADOT shall be responsible for:

- a. Design Approval
- b. Construction Approval

U. BUSWAY (ROADWAY) DRAINAGE

1. ADOT shall be responsible for:

- a. Design
- b. Construction
- c. Repair and Replacement
- d. Ownership/Disposition
- e. Policy Determinations
- f. Operation
- g. Maintenance of pipes

2. The City shall be responsible for:

- a. Maintenance of inlets

V. TRANSIT PLATFORM DRAINAGE

1. ADOT will install drain "stub outs" to the platform area. The stubouts will be connected to the freeway drainage system and plugged.

a. With respect to the aforementioned drain stubs ADOT shall be responsible for:

- 1) Design
- 2) Construction
- 3) Repair and Replacement
- 4) Ownership/Disposition
- 5) Policy Determinations
- 6) Operation

b. With respect to the aforementioned drain stubs the City shall be responsible for:

- 1) Maintenance

- c. The City will be permitted to construct drain grates and contribute drainage to the I-10 freeway system when the transit station is developed, subject to ADOT approval.

W. TELEPHONE SERVICE LINES

1. The City shall be responsible for:

- a. Design (to be approved by ADOT)
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Policy Determinations
- g. Operation

2. ADOT shall be responsible for:

- a. Approving Design
- b. Approving Construction

X. CONTROL (GATES) AT I-10 RAMPS .

1. The City shall be responsible for:

- a. Design (to be approved by ADOT)
- b. Construction (to be approved by ADOT)
- c. Maintenance (Repair and Replacement)
- d. Ownership/Disposition
- e. Security
- f. Operation (to be approved by ADOT)

2. ADOT shall be responsible for:

- a. Approving Design
- b. Approving Construction
- c. Policy Determinations (to be reviewed by the City)
- d. Operation Approval

#### XIV. STATE ACQUIRED RIGHT OF WAY

##### A. TRANSPORTATION PURPOSES

1. Acquired right-of-way shall be used as needed for the purposes of transportation.

##### B. EXCESS RIGHT-OF-WAY

1. Excess right-of-way beyond that needed for transportation purposes shall either be leased for purposes of public good or disposed of in a manner compatible with the goals of the Master Plan and in accordance with ARS 28-1865G.

- a. Property for inclusion in the park boundaries shall be leased to Phoenix at a rate of Three Hundred Dollars (\$300.00) per year. See Exhibit C attached hereto and incorporated herein by reference which is the legal description of those properties to be leased to Phoenix. To the extent necessary the City for the rate described in this paragraph above shall also have a leasehold interest in the express bus terminal, said leasehold interest to include but not necessarily limited to the following:

- 1) Space under the deck at the freeway level;
- 2) Space under the deck under Central Avenue Bridge; and,
- 3) False abutment space.

The leasehold herein granted shall be for a period of (50) years.

The City is given authority subject to prior approval to allow some commercial uses within its bus terminal such as but not necessarily limited to newsstands, Automatic Teller Machines, vendors, etc.

The ADOT property bounded by Central Avenue, Culver Street, 2nd Street, and the deck structure will also be included within the park boundaries of the property lease under the following conditions:



- 1) The site shall be developed as a public library whose design and use are compatible with the freeway, the deck, and the park;
- 2) The site is subject to an existing perpetual easement for an underground drainage tunnel. ADOT shall have the right to review and approve the plans for any improvements to be constructed on the site;
- 3) Funding for development of the site shall be secured by the City within twelve (12) months of the signing of this Agreement;
- 4) The site shall remain in public use and may not be transferred to a third party; and
- 5) If any of the foregoing conditions is not met, the parcel shall revert to ADOT for ultimate disposition.

b. Excess right-of-way for disposal shall conform to the uses and intent specified in the Master Plan.

- 1) Property shall be disposed of pursuant to State law. Notification of all covenants and restrictions shall be made prior to any disposal.
- 2) State agencies holding precedence shall have the first right of refusal on any properties to be disposed of by ADOT. In the event ADOT chooses to dispose of any excess right-of-way to any third person or entity, to the extent it is permissible by law, the City of Phoenix (following State agencies holding precedence) shall be granted a right prior to disposition by ADOT to pay the appraised value of the property. Phoenix may exercise this right by making an offer to pay within a reasonable time the appraised value of the subject property within 45 days after written notification by ADOT of its intended disposition. Nothing

herein shall preclude ADOT from extending the 45-day time period otherwise granted to the City of Phoenix but ADOT shall not be compelled to do so.

- 3) Phoenix shall guide the assemblage of redevelopment parcels, redevelopment marketing, developer selection and ultimate development in accordance with the Master Plan.
- 4) Disposition of excess right-of-way is more particularly described in Section D of this Agreement.

D. LAND EXCHANGE

1. The primary deck park study area is bounded by McDowell Road and Roosevelt Street and includes the area from 7th Avenue to 7th Street. Within this area a corridor has been acquired, using Federal and State funds, and will be retained for transportation purposes (I-10 Freeway). A structural deck will be constructed over the freeway between 3rd Avenue and 3rd Street expressly for the purpose of reestablishing community cohesion. Community cohesion is to be achieved by implementation of a park and utilization of appropriate types of redevelopment to revitalize the area.

2. Several areas for potential redevelopment within the study area have been identified in the Deck Park at Central Avenue Master Plan. Development of these parcels in accordance with the Master Plan will contribute to accomplishing the goals of community cohesion.

3. Some of the designated development parcels contain some portion of State right-of-way which is either eligible for disposal (not required for transportation purposes), or may be occupied by air rights. The total number of square feet or the total number of development parcels have not been finally determined. For proposal see graphic Exhibit C attached.

4. Phoenix may procure the necessary funds to administer the marketing and redevelopment of the parcels available for said purpose, subject to annual appropriation of funds.

5. Master Plan encumbrances and zoning ordinances alone cannot guarantee that, following disposal, State lands will be developed in accordance with the Master Plan.

6. At the request of Phoenix, deeds for sale of parcels of real property by ADOT, located within a Redevelopment Plan Area which has been duly adopted by Phoenix pursuant to the Arizona Slum Clearance and Redevelopment Law (A.R.S. § 36-1471, et seq.) and recorded with the Office of the Maricopa County Recorder, ADOT shall, to the extent permissible by law, include a restrictive covenant running with the land requiring the Grantee to comply with the land use restrictions contained in such Redevelopment Plan. SUBSTANTIALLY IN THE FOLLOWING FORM:

THE/RESIDENTIAL/PROPERTY/SHALL/IN/WHICH/RESIDE/WHICH/WHICH/OF  
PHOENIX//IN/EXERCISE/OF/ITS/REDEVELOPMENT/POWERS/PAVSUANT/TO  
THE/ARIZONA/SLUM/CLEARANCE/AND/REDEVELOPMENT/LAW/HAS/A/STANDARD  
INTEREST/IN/WHICH/AS/OF/SUCH/PART//AND/WHICH/OF/SUCH  
RESIDENTIAL/PROPERTY/SHALL/BE/IN/WHICH/BENEFIT/OF/WHICH/OF  
PHOENIX/AS/WELL/AS/WHICH/CITY.

"THE REAL PROPERTY HEREBY CONVEYED SHALL BE SUBJECT TO THE PROVISIONS OF THE DOWNTOWN AREA REDEVELOPMENT AND IMPROVEMENT PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF PHOENIX BY RESOLUTION NO. 15143 ON MARCH 13, 1979 AND AS THEREAFTER DULY AMENDED PURSUANT TO THE POWERS GRANTED BY THE ARIZONA SLUM CLEARANCE AND REDEVELOPMENT LAW, TITLE 36, CHAPTER 12, ARIZONA REVISED STATUTES IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE OF THE RESIDENTS OF THE CITY OF PHOENIX.

7. Phoenix may initiate requests for developer proposals. Phoenix may also undertake any other means available to it to develop the property in accordance with the Master Plan and not in derogation of any of the liabilities and responsibilities herein contained. No land will actually be transferred until the freeway and deck structure construction are completed.

8. Attached hereto, graphic Exhibit C illustrates that portion of the excess property which the parties hereto anticipate to be available for title transfer to the private sector. These parcel descriptions are subject to amendment by mutual agreement.

9. ADOT shall control the air rights of any and all parcels of property (notwithstanding either their lease or their sale) provided said properties border the deck and encroach over the deck vertically.

E. ADOT LEASE TO PHOENIX

All property owned by ADOT and to which ADOT maintains title and which is not utilized either in the form of long-term leases to third persons on transferring title to accomplish redevelopment, and further provided that said property falls within the boundaries of the park and therefore is dedicated to park use, shall be leased to Phoenix for a period of (50) fifty years at an annual amount of Three Hundred Dollars (\$300.00). ADOT shall have the right to raise the lease rate amount at any time during the lease period to cover any increase costs in the administration of the lease. ADOT shall only increase the lease amount for the purpose of increases in administrative costs and any increases shall be commensurate with the increase in administrative costs. Throughout any lease herein granted or granted subsequent hereto, ADOT shall maintain an access easement throughout the park in order to maintain, repair and reconstruct structural, mechanical and operational elements of the deck structure and their freeway beneath it. All other responsibilities for the maintenance and care of said property which is the subject of the lease shall be the sole responsibility of Phoenix.

Included in the property to be leased shall be the Performing Arts Center, and Phoenix shall maintain the same in accordance with the Master Plan.

The parkland is leased to the city with the understanding that it is part of a highway project and that its use as parkland is subservient to any future needs of the leased property for highway or other transportation purposes. Notwithstanding any other terms of the lease agreement, to the extent that the parkland may be needed for such purposes the City is a tenant at will.

Based on this understanding, it is the parties' intention that any such future highway or transportation needs that require the use of parkland leased to the City (except for historic properties on or eligible for the National Register of Historic Places) will not constitute a use of parkland subject to the provisions of Section 4(f) of the Department of Transportation Act, 49 U.S.C. Section 303.

#### F. RESTRICTIONS ON USE

All properties transferred by sale or lease from ADOT to Phoenix (or others) and from Phoenix to others, shall be subject to a restrictive covenant and/or easement in favor of ADOT and/or Phoenix, which allows ADOT and/or Phoenix any access necessary to repair, reconstruct, and/or otherwise maintain any and all aspects of the deck park structure, to include but not necessarily limited to those items previously described in Section C of this Agreement (and all subdivisions thereof).

It is further expressly provided there should be no construction or any other form of activity by anyone, to include but not limited to corporations, individuals, partnerships, banks, governments, or any other form of legally recognized entity which in the opinion of ADOT is contrary to the structural design of the deck park and all of its components. This restriction can be applied by ADOT at any time versus any one as it pertains to any activities which in any manner endanger or affect the safety or integrity of the deck, its appurtenances or in any way interferes with the operation of the freeway. Therefore, all plans relative to any proposed construction, development, or for any uses of the deck park shall be submitted to ADOT for approval prior to the activity contemplated by said plans. The only exception shall be those improvements which were already the subject of pre-approved plans as may be found in Section C of this agreement.

Any one or entity violating this restriction shall in addition to all other legal penalties that may be imposed upon them also be liable for all damages or injury caused by their violation.

Phoenix and ADOT further agree that to the extent that they have different duties and obligations as it pertains to maintenance and repair and the like. Once the facility is constructed, and in the event either governmental entity in exercising its duties responsibilities and obligations as



contemplated in this agreement causes damage to the property owned or maintained by the other or third persons, the governmental entity which causes the damage or injury herein described shall either cause the same to be properly repaired or compensate the injured party sufficiently to cause proper repairs to occur.

The parties hereto further agree that:

To the extent permitted by law, State and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees, and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character, whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the State or City, their employees or agents. As to any liability claims, the parties agree that they will share in any settlement or judgment in the amount proportionate to the degree of negligence or fault of the respective parties as adjudicated by a court of competent jurisdiction.

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G. DURATION AND BREACH

All parties hereto acknowledge that this Agreement may be subject to cancellation by the Governor of the State of Arizona pursuant to the provisions of A.R.S. Section 38-511.

It is the parties' intent to treat this agreement as a severable agreement, and to the extent any provision herein may be considered void as contrary to either law or public policy, or otherwise unenforceable, it is the intention of parties hereto that all remaining provisions not being void as contrary to law, unenforceable, or violative to public policy shall be given full force and effect as agreed to herein.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as it is set forth for public works contracts in A.R.S. Section 12-1518(B) and (C).

This Agreement shall become effective upon filing with the Arizona Secretary of State.

ATTEST:

City of Phoenix, a Municipal Corporation  
Marvin A. Andrews, City Manager

ACTING *Vicky Niel*  
City Clerk

by: *Marvin A. Andrews*

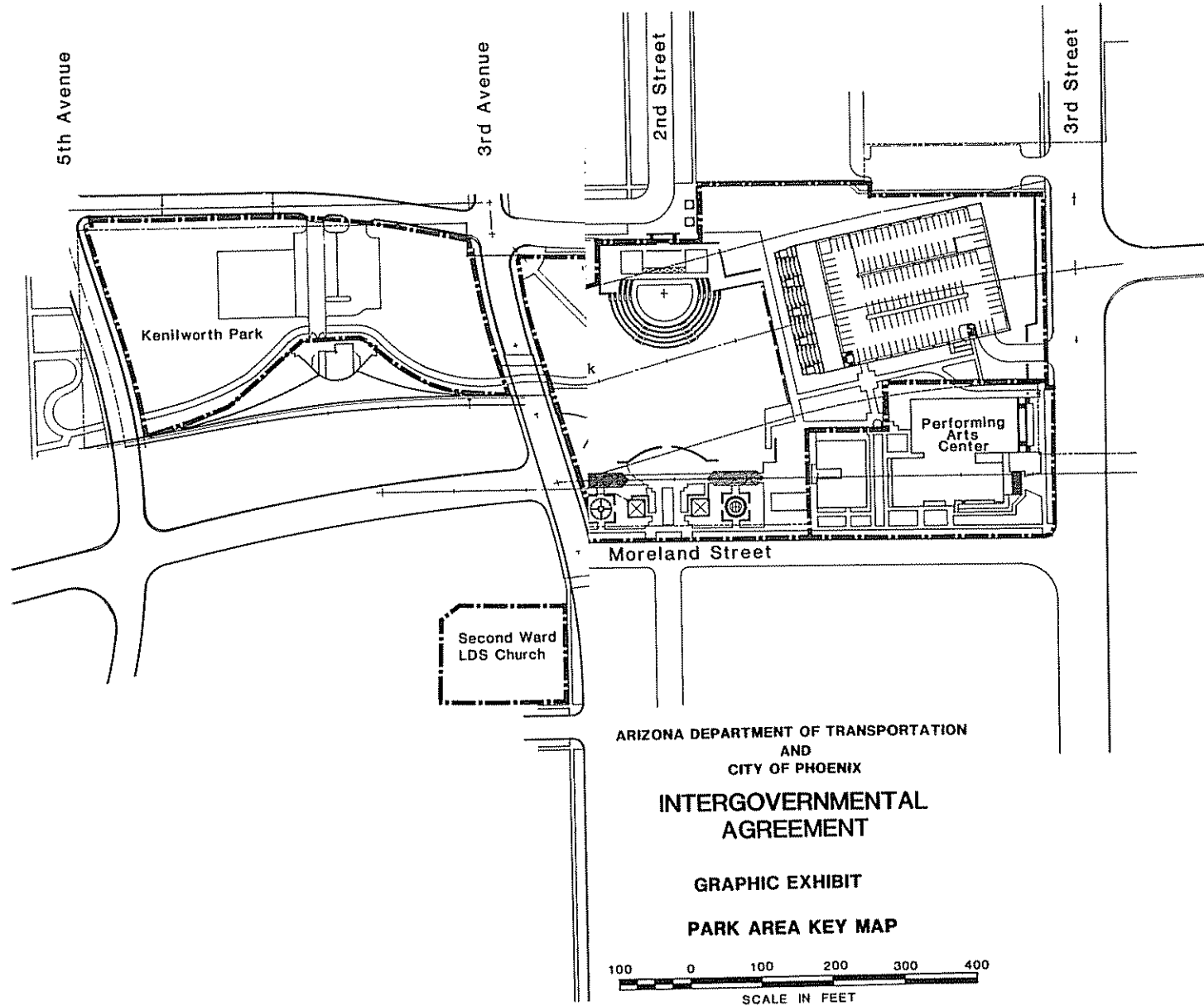
STATE OF ARIZONA  
Arizona Department of Transportation

by: *Walter O. Ford*  
Walter O. Ford  
State Engineer:

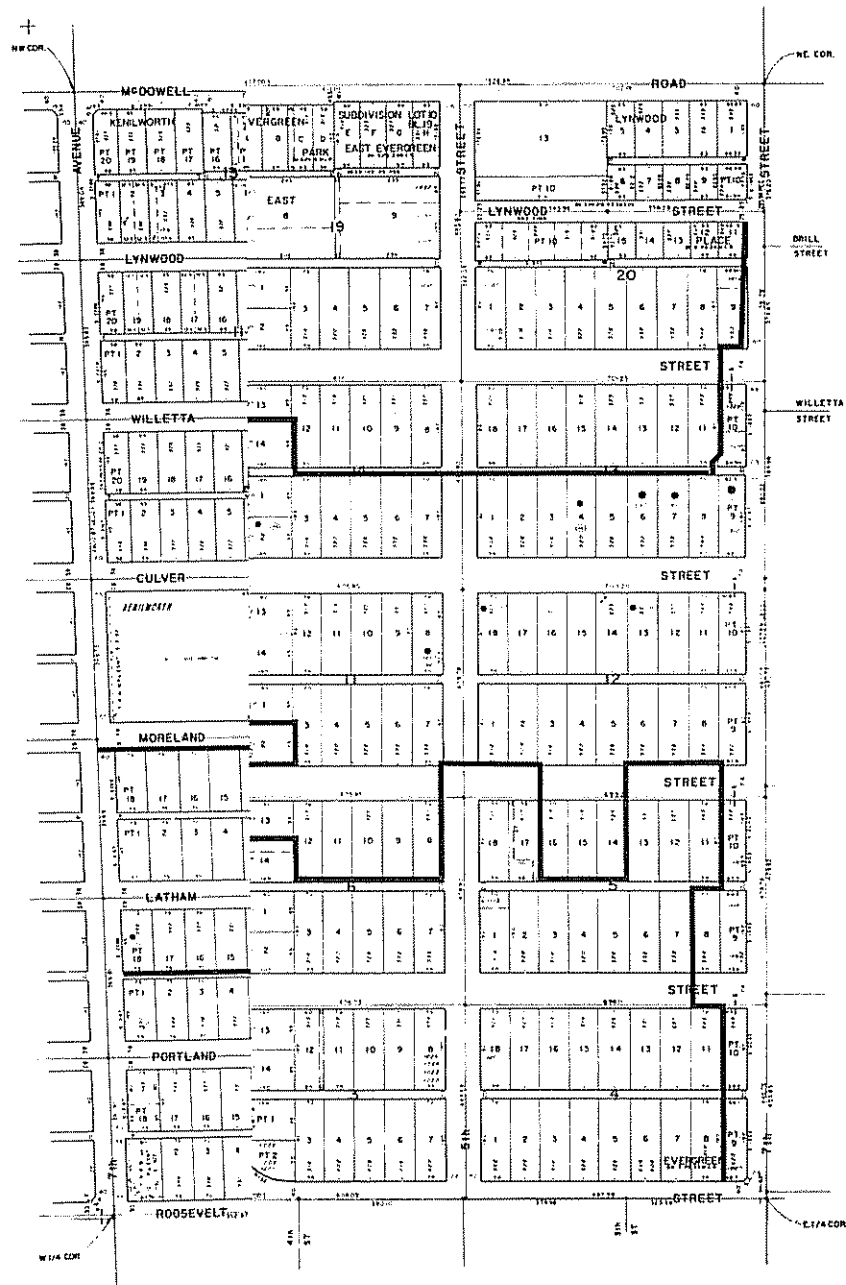
**ARIZO**

|

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**HNTB**



ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX

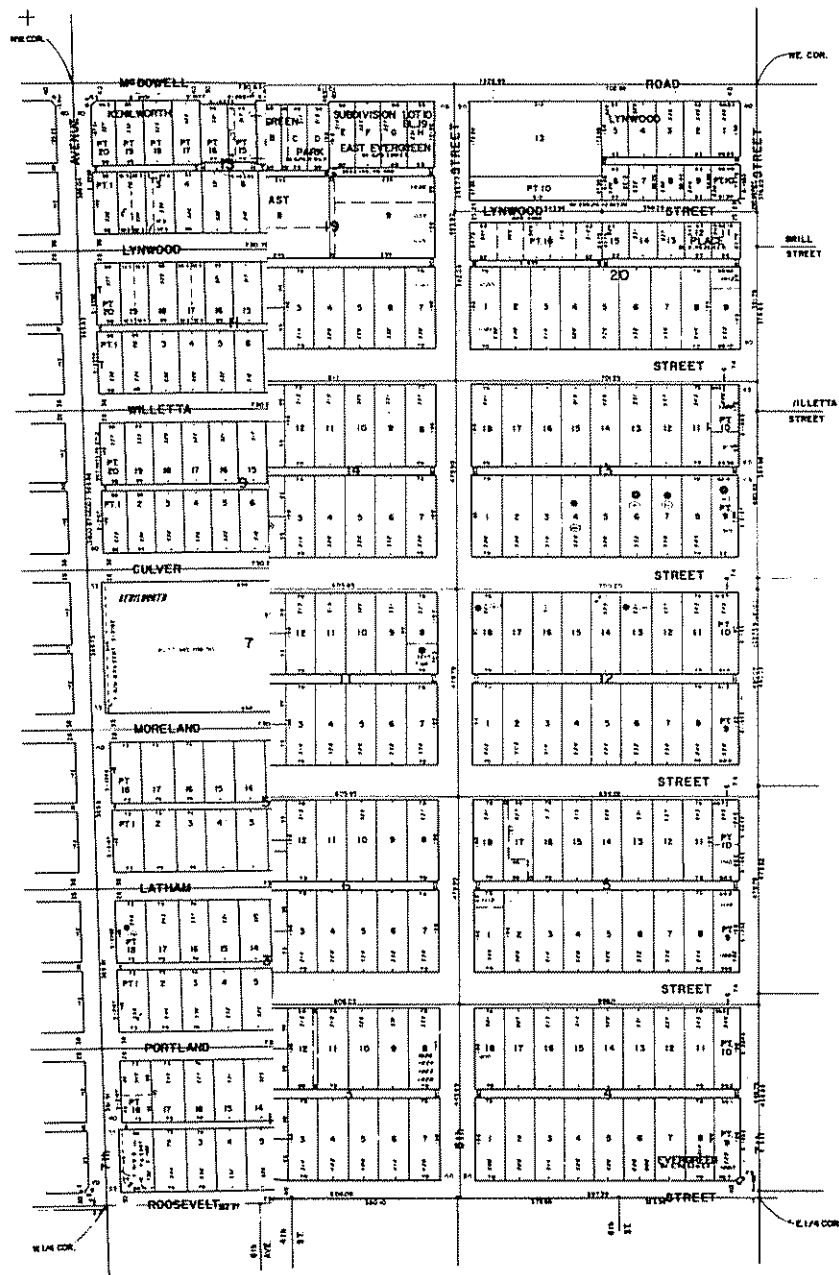
# INTERGOVERNMENTAL AGREEMENT

EXHIBIT A  
STATE ACQUIRED R.O.W.

200 0 200 400 600 800

SCALE IN FEET

**HNTB**  
ARCHITECTS ENGINEERS PLANNERS



ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX

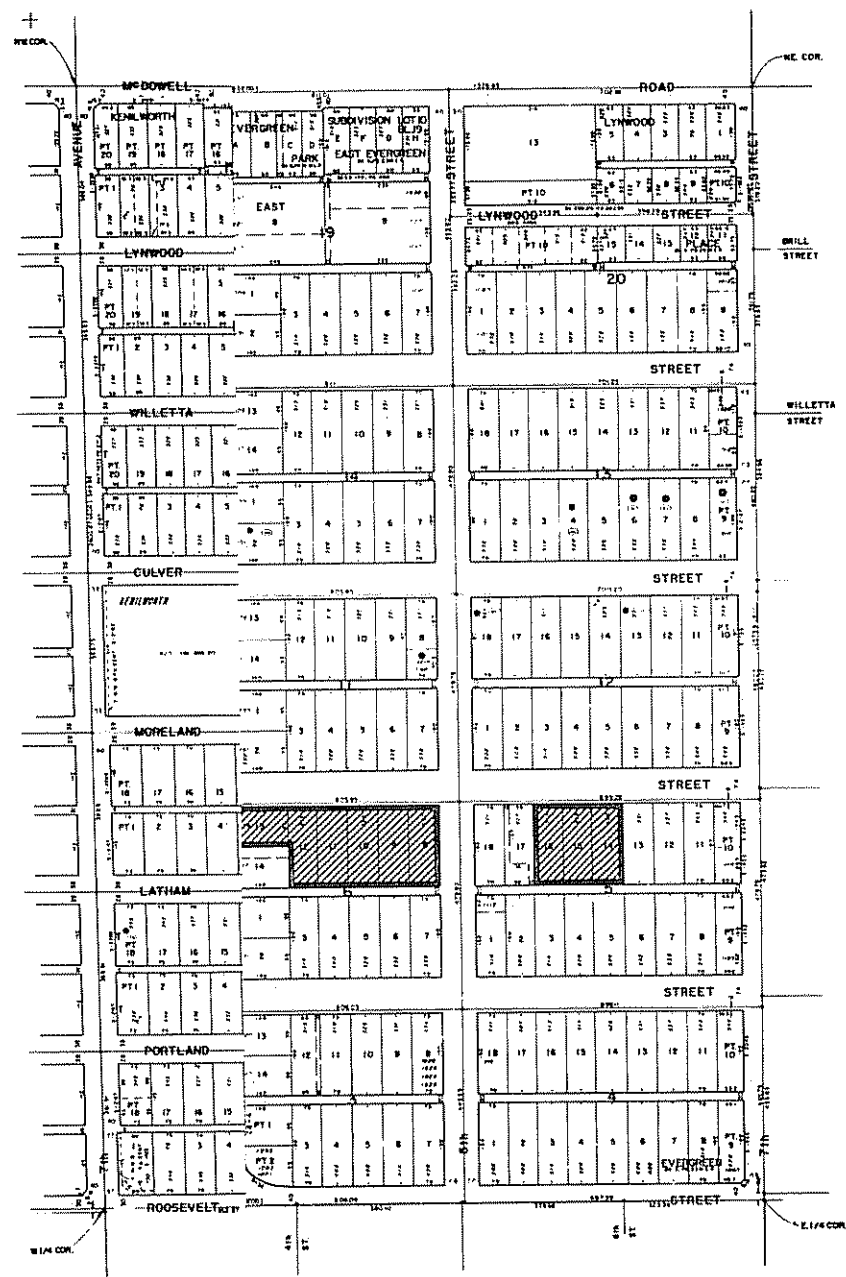
# INTERGOVERNMENTAL AGREEMENT

## EXHIBIT B PARK BOUNDARIES

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SCALE IN FEET

**HNTB**



ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX  
**INTERGOVERNMENTAL  
AGREEMENT**  
(DE ALLEYS)

**EXHIBIT C  
DISPOSITION OF EXCESS R.O.W.**



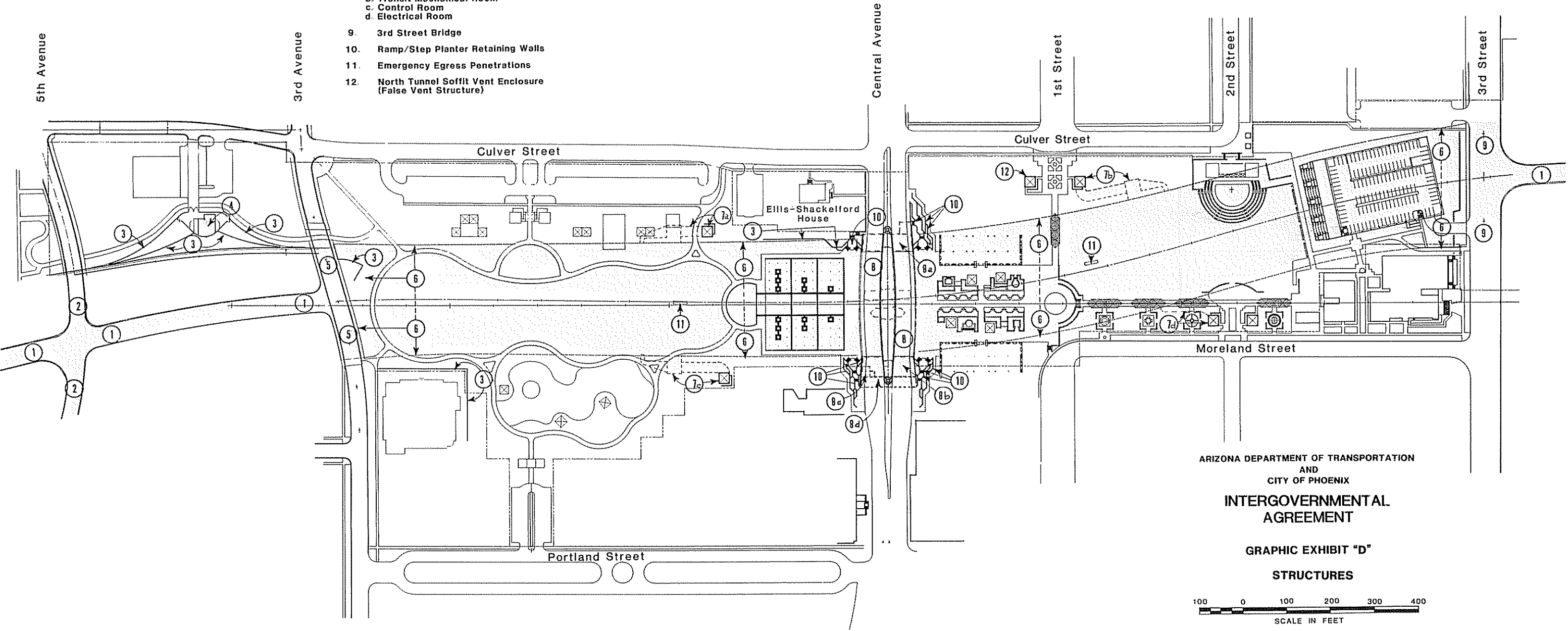
SCALE IN FEET

**HNTB**

LEGEND

Structural Elements to be Funded and Construced by the State

- 1. High Occupancy Vehicle Ramp
- 2. 5th Avenue Bridge
- 3. Retaining Walls
- 4. Pump Station
- 5. 3rd Avenue Bridge
- 6. Structural Box Girder "Deck"
- 7. Venitliation Fan Room and Air Intake Shaft
  - a. Fan Room and Air Intake Shafts #1 (N.W.)
  - b. Fan Room and Air Intake Shafts #2 (N.E.)
  - c. Fan Room and Air Intake Shafts #3 (S.W.)
  - d. Fan Room and Air Intake Shafts #4 (S.E.)
- 8. Central Avenue Bridge
  - a. North Equipment Room
  - b. Transit Mechanical Room
  - c. Control Room
  - d. Electrical Room
- 9. 3rd Street Bridge
- 10. Ramp/Step Planter Retaining Walls
- 11. Emergency Egress Penetrations
- 12. North Tunnel Soffit Vent Enclosure (False Vent Structure)



ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX  
INTERGOVERNMENTAL  
AGREEMENT

GRAPHIC EXHIBIT "D"

STRUCTURES

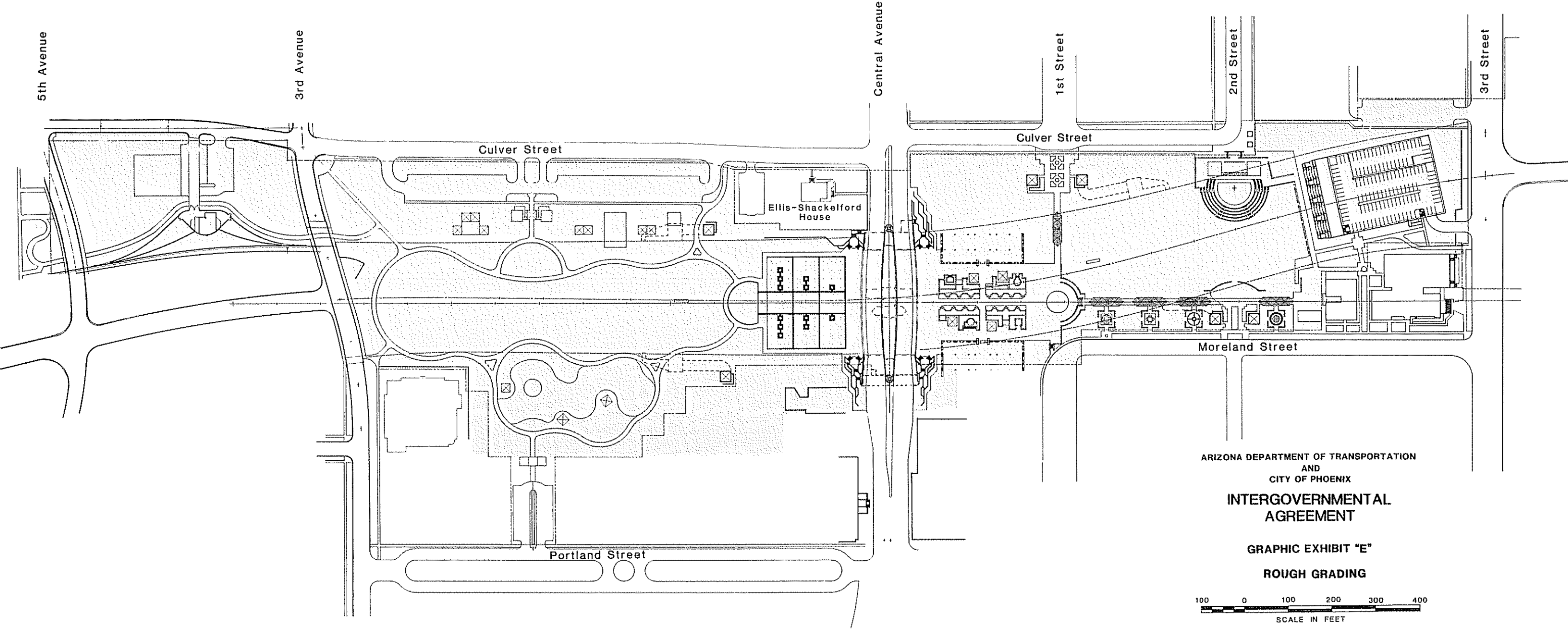
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HNTB



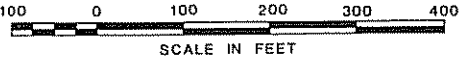
LEGEND

 Limits of Rough Grading/Earthwork by the State





ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX  
INTERGOVERNMENTAL  
AGREEMENT

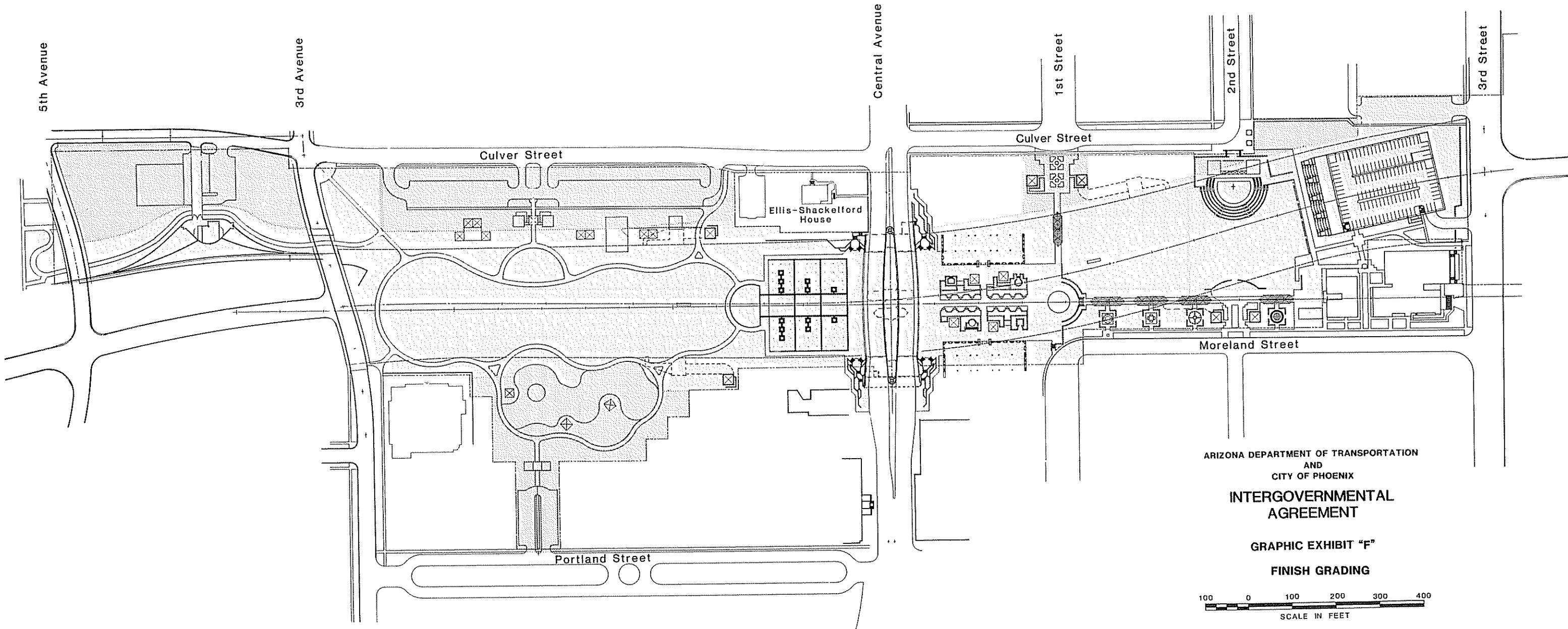
GRAPHIC EXHIBIT "E"  
ROUGH GRADING



**HNTB**

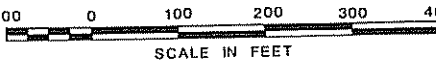
**LEGEND**

-  Limits of Finish Grading by the State
-  Limits of Finish Grading by the City of Phoenix



ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX  
INTERGOVERNMENTAL  
AGREEMENT

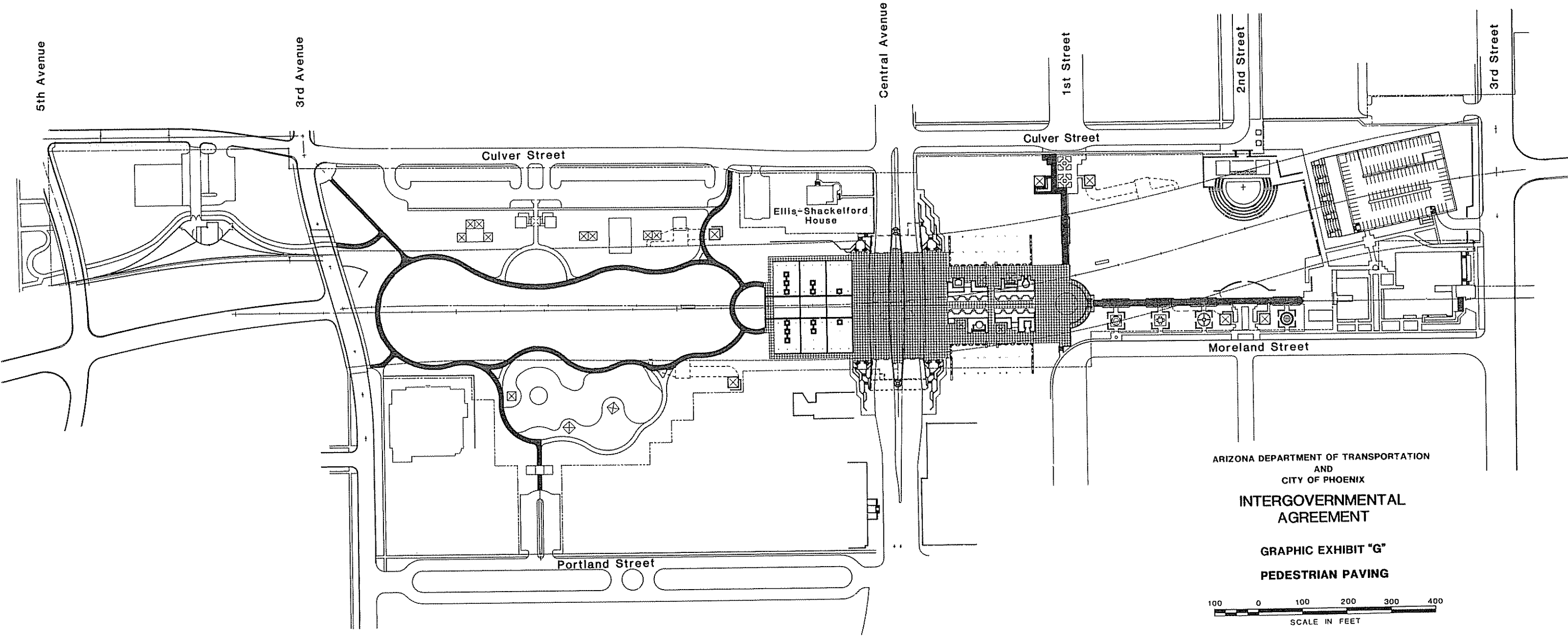
GRAPHIC EXHIBIT "F"  
FINISH GRADING



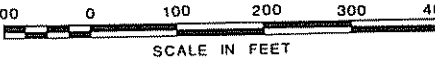
**HNTB**

**LEGEND**

- 5 Foot Pavement Width Funded by the State  
(Additional Width by the City of Phoenix)
- Full Width Pavement by the State
- Sidewalk by the City of Phoenix
- Special Decorative (Plaza) Paving Funded by the State





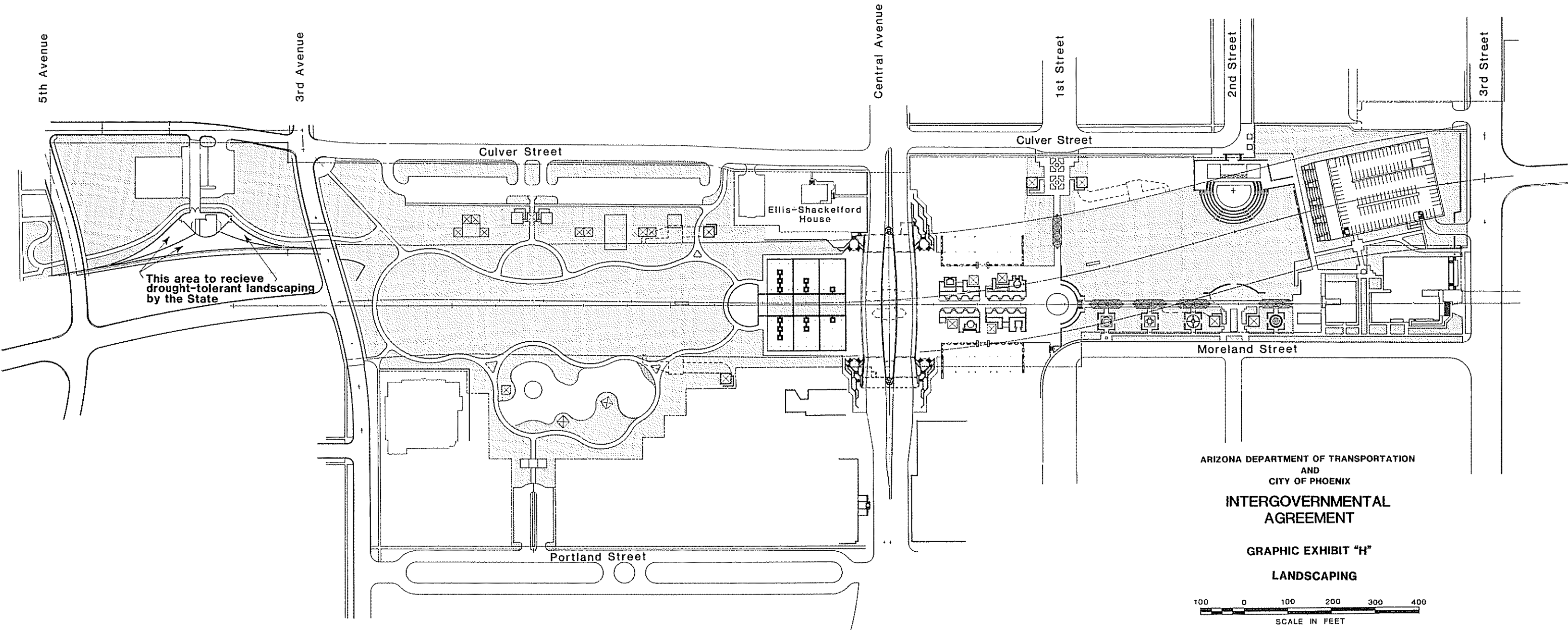
ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX  
INTERGOVERNMENTAL  
AGREEMENT  
GRAPHIC EXHIBIT "G"  
PEDESTRIAN PAVING





**HNTB**

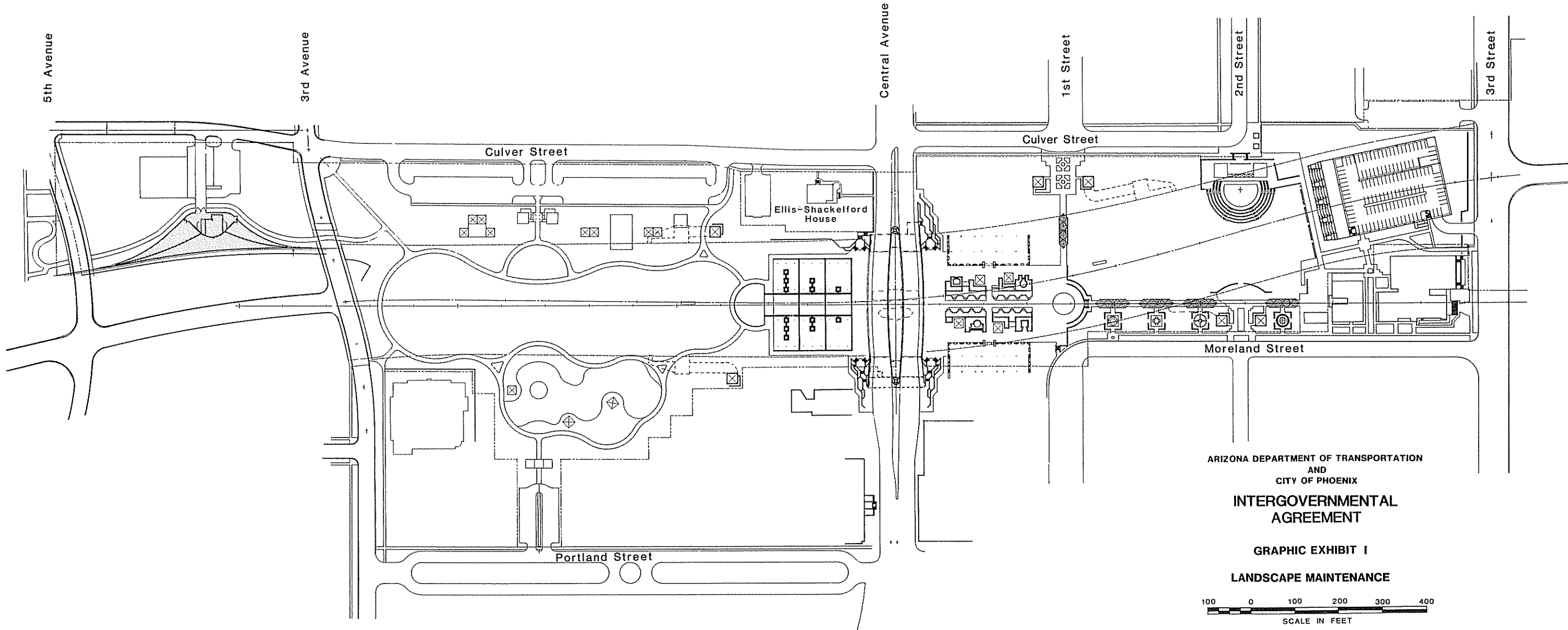
**LEGEND**

-  Limits of Turf and Turf Irrigation  
Funded by the State (Other Landscaping  
and Irrigation to be provided by the City)
-  Limits of Landscaping and Landscape Irrigation  
Funded by the City of Phoenix



**LEGEND**

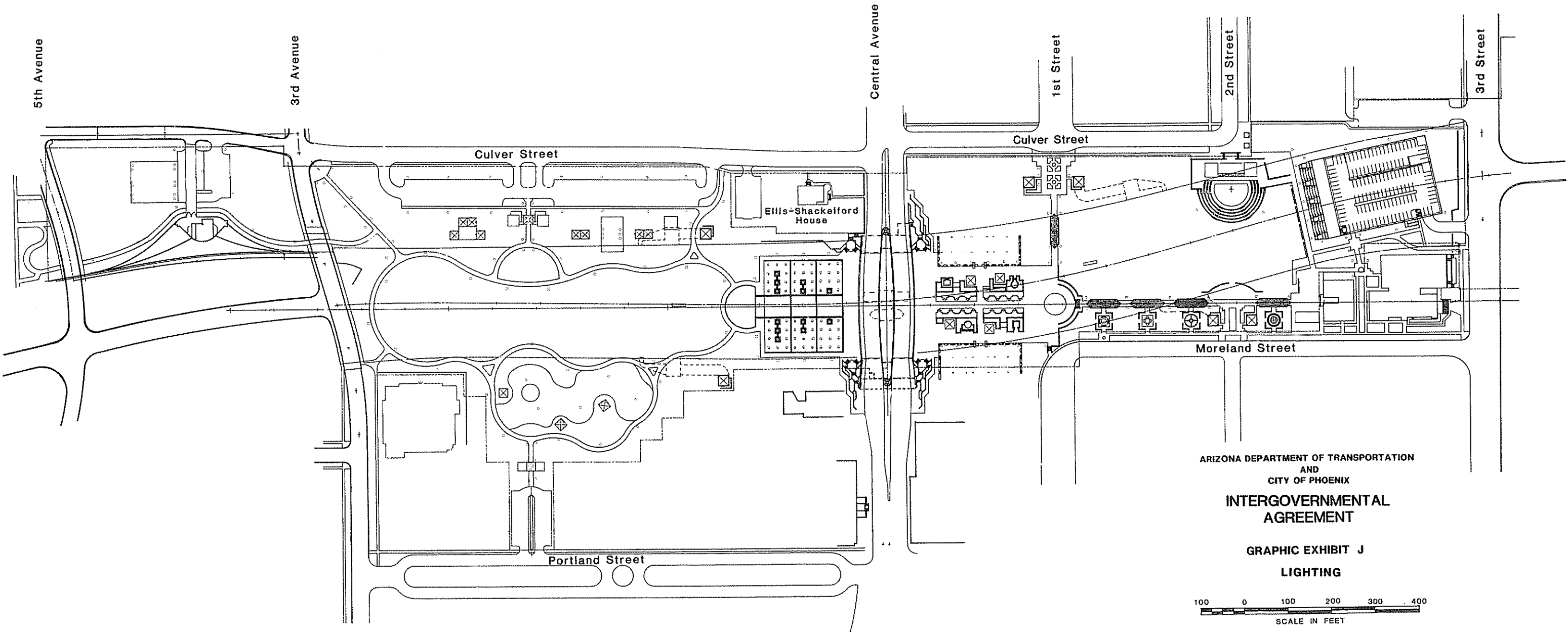
-  Landscape Area to be Maintained by the State
-  Landscape Area to be Maintained by the City of Phoenix



**HNTB**

**LEGEND**

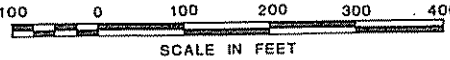
- ⊗ Lighting Furnished by the State
- ⊙ Lighting Furnished by the City of Phoenix



ARIZONA DEPARTMENT OF TRANSPORTATION  
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**INTERGOVERNMENTAL  
AGREEMENT**

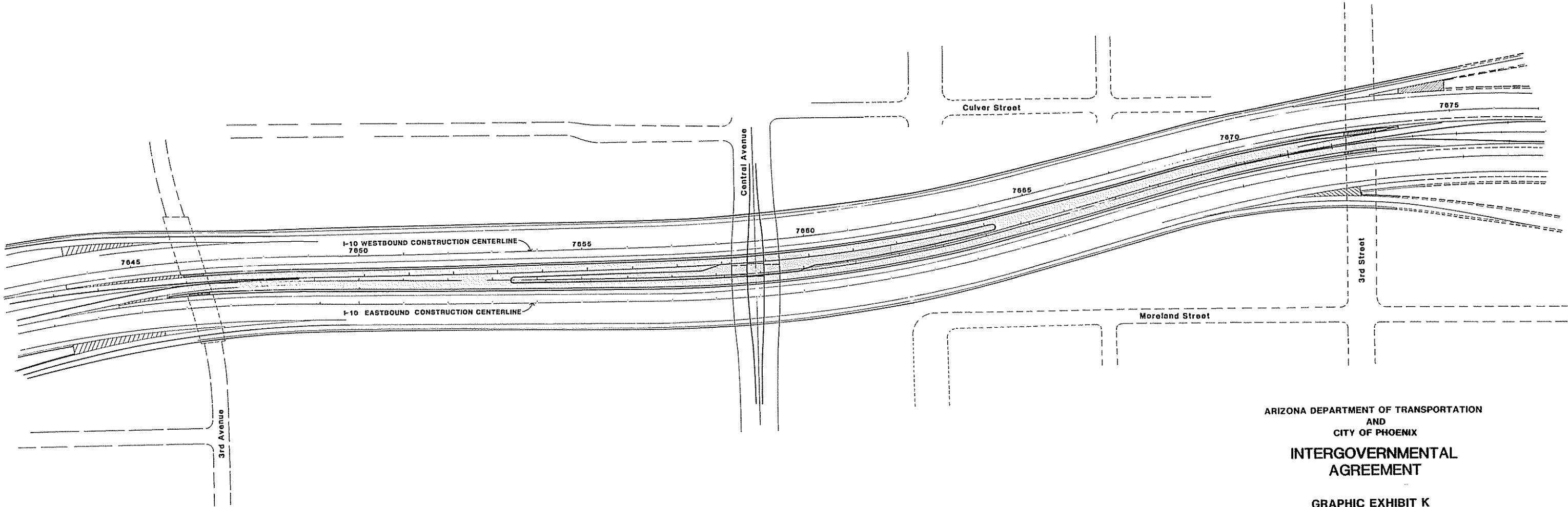
**GRAPHIC EXHIBIT J  
LIGHTING**



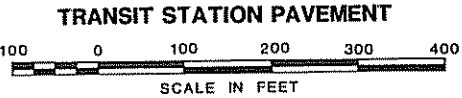
**HNTB**

**LEGEND**

-  Roadway Pavement and Curbs by the State
-  Passenger Platform by the City of Phoenix



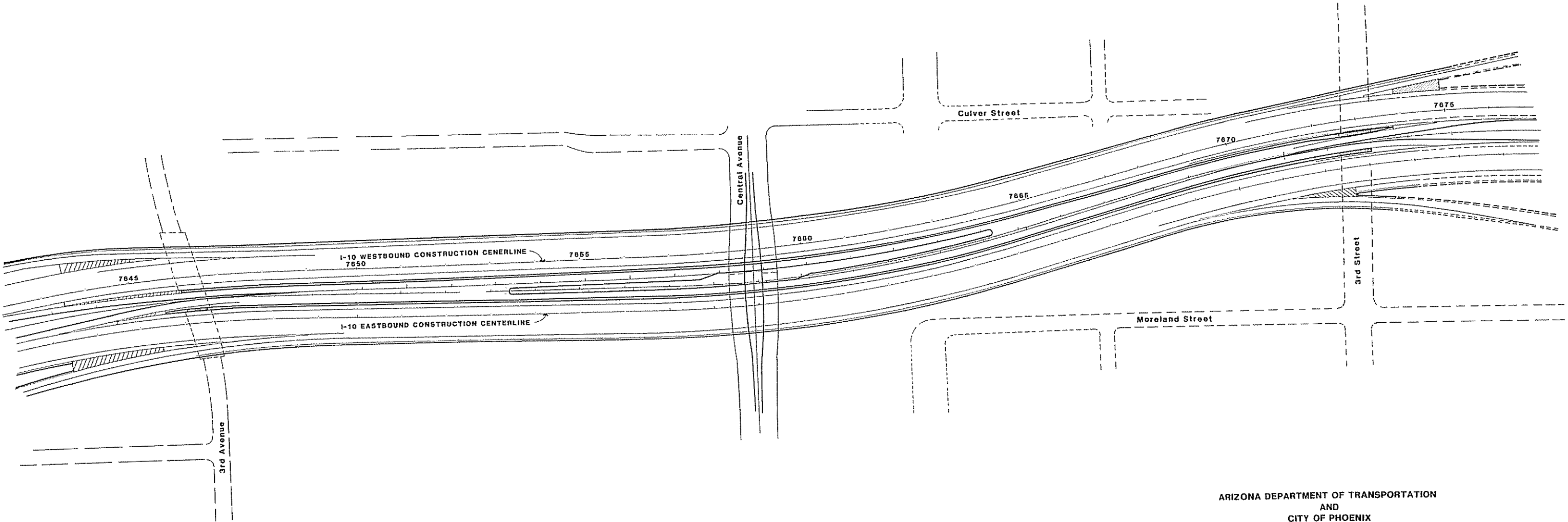
ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PHOENIX  
**INTERGOVERNMENTAL  
AGREEMENT**  
GRAPHIC EXHIBIT K



**HNTB**

LEGEND

□ Area to be Leased to the City of Phoenix  
(Area to be Maintained by the City)

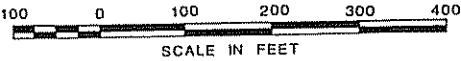


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GRAPHIC EXHIBIT L

TRANSIT STATION LEASE AREA



**HNTB**